

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

OMAR GALLO, as an individual and on
behalf of all other aggrieved employees,

Plaintiff,

vs.

MULHOLLAND TENNIS CLUB, a
California corporation; and DOES 1 through
100,

Defendants.

Case No. 20STCV34581

*[Assigned for all purposes to the Hon. William
F. Highberger, Dept. SSC-10]*

**DECLARATION OF SEAN M. BLAKELY
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: May 25, 2023

Time: 11:00 a.m.

Dept.: SSC-10

Complaint Filed: September 10, 2020

Trial Date: None Set

1 I, SEAN M. BLAKELY, declare as follows:

2 1. I am a Partner at Haines Law Group, APC, and counsel for the named Plaintiffs
3 Omar Gallo, Salvador Hernandez Jr., and Alex Navarrete (“Plaintiffs”) and the proposed
4 Settlement Class in the above-captioned matter. I am a member in good standing of the bar of the
5 State of California and am admitted to practice in this Court. I have personal knowledge of the
6 facts stated in this declaration and could testify competently to them if called upon to do so.

7 2. I am a 2008 graduate of Southwestern Law School. I was admitted to the California
8 State Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk
9 for Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein &
10 Marias I assisted trial attorneys in employment and personal injury cases. From September 2011
11 to May 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC
12 in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC focused
13 on representing employees in wage and hour class actions. My work at Mahoney Law Group,
14 APC also included representing employees in individual claims for wrongful termination,
15 harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I
16 performed at Mahoney Law Group, APC included: conducting client intakes; performing pre-
17 filing research and analysis; drafting complaints; attending court hearings; corresponding with
18 opposing counsel; drafting and responding to written discovery; preparing for and taking and
19 defending depositions; analyzing payroll and timekeeping records and employee handbooks;
20 opposing motions for summary judgment, as well as a variety of other motions such as motions
21 for remand, demurrers and motions to dismiss, motions to strike, motions to compel, motions to
22 quash, and motions for class certification; drafting mediation briefs, attending mediations;
23 drafting long-form settlement agreements; drafting motions for preliminary and final settlement
24 approval; and overseeing the claims process.

25 3. Since November 2016, I have worked at my current firm, Haines Law Group,
26 APC, where, in 2020, I became a Partner. I am currently responsible for managing over forty
27 (40) active wage and hour class and representative actions in both state and federal court.
28

1 4. The following is a non-exhaustive list of wage and hour class actions in which I
2 have been appointed as class counsel and/or played a significant role in prosecuting the litigation,
3 and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al*, Case
4 No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding
5 (granted final approval of settlement on behalf of employees at rehabilitation facility involving
6 claims for unpaid wages and meal and rest period violations, and other claims, in which I was
7 approved at an hourly rate of \$325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance*
8 *Medical Center, Inc.*, California Superior Court, Los Angeles County, Judge William F.
9 Highberger presiding (granting final approval of settlement on behalf of healthcare workers for
10 unpaid wages, meal and rest period violations, and other claims, in which I was approved at an
11 hourly rate of \$325 for work performed in 2012-2013); *Arteaga v. Command Center Security,*
12 *Inc.*, Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard
13 Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving
14 claims for unpaid overtime, meal and rest period violations, and other claims, in which I was
15 approved at an hourly rate of \$425 for work performed in 2012-2015); *Casadine v. Maxim*
16 *Healthcare Services, Inc.*, Case No. CV 12-10078-DMG (CWx), United States District Court,
17 Central District of California, Judge Dolly M. Gee presiding (granting final approval of settlement
18 on behalf of home health care employees involving claims for unpaid wages and other claims, in
19 which I was approved at an hourly rate of \$425 for work performed in 2012-2015); *Guzman v.*
20 *Andrew Lauren Interiors, Inc., et al.*, Case No. BC567757, California Superior Court, Los
21 Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on behalf
22 of construction workers involving claims for unpaid wages, meal and rest period violation, and
23 other claims, in which I was approved at an hourly rate of \$425 for work performed in 2014-
24 2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California
25 Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of
26 settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period
27 violations, and other claims, in which I was approved at an hourly rate of \$425 for work performed
28 in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior

1 Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of
2 settlement on behalf of IT support workers for overtime, meal and period, reimbursement, and
3 related violations, approved at hourly rate of \$475 for work performed in 2016 and 2017); *Galvan*
4 *v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California
5 Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of
6 settlement on behalf of non-exempt employees of a chemical manufacturing company involving
7 claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc., et al.*,
8 Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County, Judge
9 Gregory W. Pollack presiding (granting final approval of settlement involving claims for unpaid
10 overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc., et*
11 *al.*, Case No. BC624850, California Superior Court, Los Angeles County, Judge Williams F.
12 Highberger presiding (granting final approval of settlement involving claims for wage statement
13 violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al.*, Case
14 No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger
15 presiding (granting final approval of settlement on behalf of direct support professionals
16 involving claims for unpaid wages, meal and rest period violations, wage statement violations,
17 and other claims); *Aguilar v. Act Fulfillment, Inc.*, Case No. RIC1616643, California Superior
18 Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement
19 on behalf of non-exempt factory workers involving claims for meal period violations); *Sandoval*
20 *v. AMCOR Flexibles Inc.*, Case No. BC617499, California Superior Court, Los Angeles County,
21 Judge Kenneth R. Freeman presiding (granting final approval of settlement on behalf of
22 manufacturing employees involving claims for unpaid wages, meal period violations, rest period
23 violations, and waiting time penalties); *Le v. GBW Railcar Services, L.L.C.*, Case No.
24 RIC1612209, California Superior Court, Riverside County, Judge Sharon J. Waters presiding
25 (granting final approval of settlement on behalf of non-exempt employees of a freight railcar
26 manufacturer involving claims for unpaid overtime and minimum wages, meal period violations,
27 and rest period violations); *Silva v. ADJ Products, LLC*, Case No. BC618581, California Superior
28 Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of

1 settlement involving claims for unpaid overtime and minimum wages, rest period violations,
2 wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case
3 No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn
4 presiding (granting final approval of settlement on behalf of non-exempt manufacturing
5 employees involving claims for unpaid minimum and overtime wages, meal and rest period
6 violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior
7 Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of
8 settlement on behalf of non-exempt direct support professionals involving claims for meal and
9 rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319,
10 California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final
11 approval of settlement on behalf of non-exempt commissioned salespersons involving claims for
12 unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary
13 expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior
14 Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of
15 settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages,
16 meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case
17 No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William
18 D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees
19 involving claims for unpaid overtime wages, meal and rest period violations, and other claims);
20 *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-
21 2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders
22 presiding (granting final approval of settlement on behalf of non-exempt garment employees
23 involving claims for unpaid minimum wages, meal and rest period violations, and other claims);
24 *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC,
25 California Superior Court, Orange County, Judge William D. Claster presiding (granting final
26 approval of settlement on behalf of non-exempt manufacturing employees involving claims for
27 unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties);
28 *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los

1 Angeles County, Judge Amy D. Hogue presiding (granting final approval of settlement on behalf
2 of non-exempt commissioned salespersons and other employees involving claims for unpaid
3 wages, meal and rest period violations, unreimbursed business expenses, and other claims); and
4 *Matthew Tovar, et al. v. Rentokil North America, Inc.*, Case No. BC676386, California Superior
5 Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of
6 settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and
7 rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc.*, Case No.
8 CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman
9 presiding (granting final approval of settlement on behalf of sales development representatives
10 involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy*
11 *Aguilar, et al. v. Aero Port Services, Inc.*, Case No. BC659234, California Superior Court, Los
12 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
13 of non-exempt employees involving claims for meal and rest period violations, and other claims);
14 *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California
15 Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of
16 settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid
17 wages, meal and rest period violations, other claims); *Julio Alfaro v. Orange Automotive d/b/a*
18 *Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court, Orange
19 County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf of non-
20 exempt commissioned employees involving claims for unpaid wages, meal and rest period
21 violations, unreimbursed business expenses, and penalty claims); *Sepulveda, et al. v. Caliber*
22 *Collision Transport Service LLC, et al.*, Case No. BC669786, California Superior Court, Los
23 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
24 of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period
25 violations, and penalty claims); *Mariela Cruz v. Traina Dried Fruit, Inc.*, Case No. 9000819,
26 California Superior Court, Stanislaus County, Judge Marie Sovey Silveira presiding (granting
27 final approval of settlement on behalf of non-exempt employees involving claims for unpaid
28 wages, meal and rest period violations, and penalty claims); *Joshua Anthony v. Semper Solaris*

1 *Construction Inc.*, Case No. 37-2018-00035320-CU-OE-CTL, California Superior Court, San
2 Diego County, Judge Gregory W. Pollack presiding (granting final approval of settlement on
3 behalf of non-exempt employees involving claims for overtime wages, wage statement penalties,
4 waiting time penalties, and PAGA civil penalties); *Fabio Gallo v. Coast Composites, LLC*, Case
5 No. 30-2018-01016120-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda
6 Sanders presiding (granting final approval of settlement on behalf of non-exempt employees
7 involving claims for wage statement violations and PAGA civil penalties); *Maria Jessenia*
8 *Gomez, et al. v. CareMeridian, LLC*, Case No. BC655730, California Superior Court, Los
9 Angeles County, Judge William F. Highberger presiding (granting final approval of settlement
10 on behalf of non-exempt nursing employees involving claims for meal and rest period violations,
11 minimum and overtime violations, and penalty claims); *Alfredo Villarreal v. Spenuzza, Inc.*, Case
12 No. RIC1902836, California Superior Court, Riverside County, Judge Sunshine S. Sykes
13 presiding (granting final approval of settlement on behalf of non-exempt manufacturing
14 employees involving claims for unpaid wages, meal and rest period violations, and various
15 penalty claims); *Rosalie A. Wayman v. San Fernando Valley Automotive, LLC, et al.*, Case No.
16 19STCV35904, California Superior Court, Los Angeles County, Judge Maren E. Nelson
17 presiding (granting final approval of settlement on behalf of commission-based employees
18 involving claims for unpaid minimum wages, meal and rest period violations, and penalty claims);
19 *Danielle Bradley Queen, et al. v. Unlimited Quest, Inc.*, Case No. CIVDS1716151, California
20 Superior Court, San Bernardino County, Judge David Cohn presiding (granting final approval of
21 settlement on behalf of non-exempt Direct Support Professionals and Program Supervisors
22 involving claims for rest period violations, unpaid wages, failure to reimburse for necessary
23 business expenditures, wage statement violations, and other penalty claims); *Fabian Santana, et*
24 *al. v. A.M. Cabinets, Inc.*, Case No. 19STCV00803, California Superior Court, Los Angeles
25 County, Judge Daniel J. Buckley presiding (granting final approval of settlement on behalf of
26 non-exempt employees involving claims for unpaid wages, meal and rest period violations, wage
27 statement violations, failure to reimburse for necessary business expenditures, and other penalty
28 claims); *Jonathan Reyes-Delcid v. SNS Transportation Services Inc.*, Case No. BC683026, Judge

1 Daniel J. Buckley presiding (granting final approval of settlement on behalf of non-exempt
2 employees involving claims for piece-rate violations, unpaid wages, meal and rest period
3 violations, failure to reimburse for necessary business expenditures, and other penalty claims);
4 *Damien Dana Council v. Professional Courier & Newspaper Distribution, et al.*, Case No.
5 BC715054, California Superior Court, Los Angeles County, Judge Amy D. Hogue presiding
6 (granting final approval of settlement on behalf of non-exempt employees involving claims for
7 unpaid wages, meal and rest period violations, and various penalty claims); and *Jose Jimenez v.*
8 *Fenceworks, Inc.*, Case No. 30-2018-01034150-CU-OE-CXC, California Superior Court, Orange
9 County, Judge William D. Claster presiding (granting final approval of settlement on behalf of
10 non-exempt employees involving claims for piece-rate violations, unpaid wages, meal period
11 violations, and various penalty claims).

12 5. I have also moved to certify and have received an order certifying a class action in
13 *Ontiveros v. Safelite Fulfillment, Inc., et al.*, Case No. CV 15-7118-DMG (RAOx), United States
14 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
15 classes of employees for rest period violations, wage statement violations, meal period violations,
16 and overtime and double-time violations); and *Vazquez v. Kraft Heinz Foods Company*, Case No.
17 16-CV-02749-WQH (BLM), United States District Court, Southern District of California,
18 Honorable William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes,
19 wage statement class, and waiting time penalty class).

20 6. In 2018, 2019, 2020, 2021, and 2022, Thomson Reuters recognized me as a Top
21 Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This
22 is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of
23 forty in Southern California each year.

24 7. As counsel for Plaintiffs and the proposed Settlement Class, I have been intimately
25 involved in every aspect of this case from its inception through the present, and I believe that the
26 proposed Settlement is a favorable result for the Settlement Class.

27 ///

28 ///

1 8. The proposed Stipulation of Settlement (“Settlement” or “Settlement Agreement”)
2 is attached hereto as **Exhibit 1**. The proposed Class Notice and Notice of Estimated Settlement
3 Award are attached to the Settlement as Exhibits A and B, respectively.

4 9. Defendant Mulholland Tennis Club (“Mulholland Tennis Club”) is a private,
5 member-owned club that provides recreational activities and hosts social events in Los Angeles,
6 California.

7 10. On September 10, 2020, Plaintiff Gallo filed the instant action against Mulholland
8 Tennis Club, seeking civil penalties under the Private Attorneys General Act, Labor Code section
9 2698, *et seq.* (“PAGA”). A true and correct copy of Plaintiff Gallo’s letter to the LWDA is
10 attached hereto as **Exhibit 2**. On February 14, 2022, Plaintiff Gallo filed a First Amended Class
11 and Representative Action Complaint (“FAC”) to add Salvador Hernandez, Jr. and Alex
12 Navarrete as named plaintiffs and class representatives, and add class-wide allegations against
13 Mulholland Tennis Club for: (1) minimum wage violations; (2) failure to pay all overtime wages;
14 (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting
15 time penalties; and (7) unfair competition.

16 11. In preparation for mediation, the parties engaged in extensive informal discovery.
17 Mulholland Tennis Club provided Plaintiffs with the size of the putative class, total workweeks
18 in the Class Period, number of Aggrieved Employees in the PAGA Period, the total number of
19 pay periods in the PAGA Period, as well as a sampling of timekeeping and payroll records for the
20 putative class, as well as other documents and relevant information. Plaintiffs conducted a
21 comprehensive analysis and extrapolation of the data produced by Mulholland Tennis Club to
22 calculate Mulholland Tennis Club’s potential exposure for each of Plaintiffs’ claims. This
23 discovery allowed the parties to assess the merits and potential value of Plaintiffs’ claims, the
24 chances of certification of Plaintiffs’ claims, and Mulholland Tennis Club’s potential defenses.

25 12. The parties attended a full-day mediation on November 9, 2021 with Jeffrey
26 Krivis, Esq., a preeminent wage and hour class action mediator. At mediation, the parties
27 vigorously debated their legal positions, the likelihood of certification of Plaintiffs’ claims, and
28 the legal bases for the claims and defenses. At the conclusion of mediation, Mr. Krivis issued a

mediator's proposal for a classwide settlement, which was accepted by both sides. During the months that followed, the parties finalized the terms of the Settlement and executed the long-form Settlement Agreement now before the Court.

13. The monetary terms of the Settlement are summarized below:

• Settlement Fund:	\$230,000.00
• Minus Court-approved attorney fees (one-third):	\$76,666.66
• Minus Court-approved verified costs (up to):	\$25,000.00
• Minus Court-approved Service Awards (up to):	\$15,000.00
• Minus Amount Set Aside as PAGA penalties:	\$10,000.00
• <u>Minus estimated settlement administration costs:</u>	<u>\$8,000.00</u>
Net Settlement Amount ("NSA"):	\$95,333.34
PLUS 25% "PAGA Amount" to Settlement Class:	\$2,500.00
Total Amount Paid to Settlement Class:	\$97,833.34

14. Mulholland Tennis Club represents there are approximately 158 Settlement Class members. Thus, Settlement Class members will receive projected average payments of \$603.38 as a direct result of this litigation.

15. As described in the accompanying Motion for Preliminary Approval of Class Action Settlement, Mulholland Tennis Club asserts that nearly all Settlement Class members signed valid and enforceable arbitration agreements with class action waivers. Setting aside any arguments as to the merits of Plaintiffs' claims, Mulholland Tennis Club contends that absent settlement, a classwide recovery was not possible and that only PAGA civil penalties could potentially be recovered on behalf of a subset of the Settlement Class members. As such, Mulholland Tennis Club contends that absent its agreement to not raise the arbitration agreements as an affirmative defense, any recovery to the Settlement Class members would be limited to only the employees' potential 25% share of PAGA civil penalties.

16. Plaintiffs contend that Mulholland Tennis Club utilized an uneven timekeeping system that rounded Settlement Class members' timekeeping entries to the quarter of an hour, thus failing to account for all hours actually worked, which resulted in a systematic underpayment of wages to Settlement Class members. Plaintiffs' analysis and extrapolation of timekeeping and payroll data revealed that Settlement Class members were underpaid for approximately 354 hours in the aggregate over the Class Period. Therefore, Plaintiffs calculate Mulholland Tennis Club's

1 maximum potential exposure for this claim to be approximately \$10,797 (354 hours * \$15.25
2 average hourly rate * 2 [liquidated Damages per Labor Code §1194.2). However, Mulholland
3 Tennis Club argues that its rounding practices were lawful, since it was both neutral on its face
4 and resulted, over time, in employees being paid for all hours worked. Additionally, Mulholland
5 Tennis Club asserts Plaintiffs would be unable to certify a rounding class given the individualized
6 inquiries as to whether Settlement Class members performed compensable work prior to the
7 scheduled start of shift, and whether Settlement Class members were in fact underpaid, or
8 potentially overpaid for each workday in question. Based on these defenses, Plaintiffs discounted
9 the maximum exposure by 70% to account for the risk of non-certification and potential inability
10 to proceed on a classwide basis due to the arbitration agreements, and an additional 40% to
11 account for Mulholland Tennis Club's defenses on the merits, to arrive at an estimated exposure
12 of approximately \$1,943.

13 17. Plaintiffs allege that Mulholland Tennis Club failed to provide them and other
14 employees with legally compliant meal periods. Specifically, throughout the Class Period,
15 Plaintiffs allege that first meal periods were at times not provided until after the completion of
16 five hours of work due to work demands. Plaintiffs further contend that meal periods were often
17 short (i.e., less than 30 minutes), and on occasion were not provided at all due to work demands.
18 Based on Plaintiffs' analysis and extrapolation of employee timekeeping records produced by
19 Mulholland Tennis Club, there were approximately 40,800 shifts over 6.0 hours worked in the
20 Class Period. Plaintiffs' analysis revealed that for the vast majority of shifts (approximately 71%
21 of all shifts), Settlement Class members were provided with a non-compliant first meal period.
22 Therefore, Plaintiffs estimated the maximum potential exposure for this claim at approximately
23 \$441,762 (28,968 meal period violations * \$15.25 average premium). However, Mulholland
24 Tennis Club contends that it maintained compliant written meal period policies throughout the
25 Class Period and provided legally compliant meal periods in line with those policies. Mulholland
26 Tennis Club also argues that under *Brinker*, it was only required to "provide" the opportunity to
27 take meal periods, not "ensure" meal periods are taken. Mulholland Tennis Club also argues that
28 any short, missed, or late meal periods were the result of lawful employee waiver or choice,

1 thereby precluding liability. Lastly, Mulholland Tennis Club argues individualized inquiries
2 would be needed to determine why each meal period was taken late or short or missed by each
3 employee, making certification of the meal period claim unlikely. In light of these defenses and
4 arguments, Plaintiffs discounted Mulholland Tennis Club's maximum exposure by 70% for the
5 risk of non-certification and potential inability to proceed on a classwide basis due to the
6 arbitration agreements, and an additional 40% to account for Mulholland Tennis' defenses on the
7 merits, to arrive at an estimated total of approximately \$79,517.

8 18. Plaintiffs allege that due to work demands, Mulholland Tennis Club failed to
9 authorize and permit all legally compliant off-duty rest periods throughout the Class Period.
10 Based on Plaintiffs' analysis of employee timekeeping records, there were approximately 40,800
11 shifts of 3.5 hours or more worked by Settlement Class members during the Class Period. Thus,
12 assuming a 100% violation rate for those shifts, Plaintiffs estimated the maximum potential
13 exposure for this claim as approximately \$622,200 (40,800 rest period violations * \$15.25 average
14 premium). However, Mulholland Tennis Club argues that it always maintained and enforced
15 lawful rest period policies and practices during the Class Period. Mulholland Tennis Club also
16 maintains that any failure to take rest periods was the result of employee choice, and that it is not
17 required to police rest periods. Finally, Mulholland Tennis Club contends that Plaintiffs' rest
18 period claim is not amenable to class treatment as individualized inquiries would be required to
19 determine which employees failed to take rest periods, and the reasons why each employee failed
20 to take a rest period on a particular shift. These considerations are particularly present with respect
21 to rest periods, Mulholland Tennis Club argues, as rest periods are not – and need not be –
22 recorded. In light of these defenses, Plaintiffs discounted the maximum amount by 70% for risk
23 of non-certification and potential inability to proceed on a classwide basis due to the arbitration
24 agreements, and an additional 60% for risk of being unsuccessful on the merits or failure to
25 recover the full amount sought, to arrive at an estimated realistic exposure of \$74,664.

26 19. As a further result of Mulholland Tennis Club's alleged wage and hour violations,
27 Plaintiffs allege that Mulholland Tennis Club failed to issue accurate and compliant wage
28 statements in violation of Labor Code § 226. Additionally, Plaintiffs allege that the wage

1 statements issued to some Settlement Class members failed to correctly list all hourly rates of pay
2 in violation of Labor Code § 226(a)(9). Plaintiffs' expert's analysis reflected that there were
3 approximately 2,513 pay periods worked by Settlement Class members within the one-year
4 liability window under Labor Code § 226. In calculating Mulholland Tennis Club's exposure,
5 Plaintiffs assumed they could recover the "initial" \$50 penalty under Section 226(e) for each
6 violation, for a total of \$125,650 (2,513 pay periods * \$50) in potential penalties. However, given
7 Mulholland Tennis Club's arguments that no violations occurred, that Settlement Class members
8 suffered no "injury," that any violations were not "knowing and intentional," that wage statements
9 always accurately reflected amounts *paid* to employees, as well as risks associated with Plaintiffs'
10 underlying claims discussed above, Plaintiffs discounted the maximum exposure by 70% for risk
11 of non-certification and potential inability to proceed on a classwide basis due to the arbitration
12 agreements, and by an additional 50% for risks on the merits, for an estimated realistic exposure
13 of approximately \$18,848.

14 20. As a further result of these alleged wage and hour violations, Plaintiffs assert that
15 Mulholland Tennis Club failed to comply with its final wage payment obligations set forth in
16 Labor Code § 203. Mulholland Tennis Club's records reflect that there are approximately 130
17 former Settlement Class members who worked for Mulholland Tennis Club on or after September
18 10, 2017, and are therefore eligible for waiting time penalties. Plaintiffs estimated an average
19 waiting time penalty of \$3,660 (\$15.25/hr * 8 hrs * 30 days), and calculated Mulholland Tennis
20 Club's maximum waiting time penalty exposure at approximately \$475,800 (130 former
21 employees * \$3,660 average penalty). However, Mulholland Tennis Club asserts it has strong,
22 good-faith defenses to Plaintiffs' underlying claims and thus, even if Plaintiffs were able to
23 recover on their underlying claims, they would not be able to recover waiting time penalties.
24 Mulholland Tennis Club further asserts Plaintiffs' waiting time penalty exposure was grossly
25 inflated as not every former employee experienced the alleged Labor Code violations. Moreover,
26 Plaintiffs would need to overcome Mulholland Tennis Club's defenses, both as to class
27 certification and as to the merits, to their underlying claims. Based on these defenses, Plaintiffs
28 discounted Mulholland Tennis Club's maximum exposure by 70% for risk of non-certification

1 and potential inability to proceed on a classwide basis due to the arbitration agreements and by
2 an additional 70% for risk of being unsuccessful on the merits or failure to recover the full amount
3 sought, to arrive at an estimated total of approximately \$42,822.

4 21. As a result of the foregoing Labor Code violations, Plaintiffs allege that
5 Mulholland Tennis Club is liable for civil penalties under the PAGA. Plaintiffs estimated a
6 maximum PAGA exposure of \$251,300 based on 2,513 pay periods during the PAGA Period at
7 the \$100 “initial” violation rate under Lab. Code § 2699(f). However, these penalties derive from
8 Plaintiffs’ underlying claims, each of which Mulholland Tennis Club vigorously disputes. The
9 PAGA also grants trial courts discretion to reduce PAGA civil penalties (Lab. Code § 2699(e)(2)),
10 and Mulholland Tennis Club argued the Court would reduce penalties significantly given its
11 good-faith defenses. Thus, Plaintiffs discounted the maximum figure by 65% for risk of losing on
12 the merits and/or not recovering a PAGA penalty for each and every pay period, and by an
13 additional 65% for risk of the Court reducing penalties, for an estimated exposure of
14 approximately \$30,785.

15 22. Using these figures, Plaintiffs estimated the realistic total recovery for the
16 Settlement Class would be approximately \$248,579. Thus, the proposed \$230,000.00 settlement
17 represents approximately 92.5% of the reasonably forecasted recovery.

18 23. Although the parties had engaged in significant informal discovery, the parties had
19 not yet completed formal written and deposition discovery, which would have required the
20 expenditure of substantial time and resources by all parties. Furthermore, Mulholland Tennis Club
21 maintains that Plaintiffs and Settlement Class members signed valid and binding arbitration
22 agreements during their employment with Mulholland Tennis Club, precluding them from
23 proceeding on a class-wide basis. Even if Plaintiffs were to overcome the arbitration agreements
24 and certify the classes, the parties would incur considerably more attorneys’ fees and costs
25 through a possible decertification motion, trial, and possible appeal. The Settlement avoids those
26 risks and the accompanying delay and expense, and thus this factor supports preliminary approval.

27 24. My office will request an attorneys’ fees award of one-third of the Settlement
28 Fund, and up to \$25,000 in verified costs. Plaintiffs submit the requested fee is fair compensation

1 for undertaking complex, risky, expensive, and time-consuming litigation on a contingent basis.
2 Plaintiffs' counsel has expended significant time conducting pre-filing investigation; legal
3 research; analyzing Plaintiffs' claims; analyzing employee timekeeping and payroll records and
4 other data and documents; preparing for and attending mediation; negotiating the Settlement;
5 preparing this Motion; and otherwise prosecuting this case. Class Counsel anticipate incurring
6 additional fees in appearing at the hearing on this Motion, supervising the Notice process, and
7 preparing the Final Approval motion and appearing at the Final Approval Hearing.

8 25. Plaintiffs will apply for a Service Award at final approval in the amount of \$5,000
9 each, for a total of \$15,000, for their services to the Settlement Class. I believe this is reasonable
10 given Plaintiffs' efforts in this case as well as the significant risks Plaintiffs undertook by agreeing
11 to serve as named Plaintiffs in this case and agreeing to a general release of all claims subject to
12 a waiver of California Civil Code section 1542. Plaintiffs were integral in the prosecution of this
13 action, by, among other things, providing substantial factual information and documents to Class
14 Counsel, attending multiple meetings with Class Counsel to discuss the claims and theories at
15 issue in the litigation, and otherwise actively participating in the prosecution of their claims.

16 26. I am not aware of any conflict between myself or any member of my firm, Haines
17 Law Group, APC, and any member of the Settlement Class. Nor am I aware of any conflict
18 between Plaintiffs and any member of the Settlement Class.

19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct. Executed on May 3, 2023, at El Segundo, California.

21 
22 Sean M. Blakely
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EXHIBIT 1

STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Settlement Agreement" or "Settlement") is reached by and between Plaintiffs Omar Gallo, Salvador Hernandez Jr., and Alex Navarrete ("Plaintiffs" or "Class Representatives"), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Mulholland Tennis Club ("Defendant" or "Mulholland Tennis"), on the other hand. Plaintiffs and Defendant are referred to herein collectively as the "Parties." Plaintiffs and the Settlement Class are represented by Paul K. Haines and Sean M. Blakely of Haines Law Group, APC ("Class Counsel"). Defendant is represented by Rafael G. Nendel-Flores and Monique Eginli of Clark Hill LLP.

On September 10, 2020, Plaintiff Gallo filed a Representative Action Complaint against Defendant in Los Angeles County Superior Court, in the matter titled *Omar Gallo v. Mulholland Tennis Club*, Case No. 20STCV34581 (the "Action" or "Lawsuit") that sought civil penalties under the Private Attorneys General Act, Labor Code section 2698, *et seq.* ("PAGA").

As a material term of this Settlement, the Parties agreed that Plaintiff Gallo would file a First Amended Class and Representative Action Complaint ("FAC") to add Salvador Hernandez, Jr. and Alex Navarrete as named plaintiffs and class representatives, and add class-wide allegations against Defendant for: (1) failure to pay all overtime wages; (2) failure to pay all minimum wages; (3) failure provide all legally required meal periods; (4) failure to authorize and permit all legally required rest periods; (5) failure to furnish complete, accurate, itemized wage statements; (6) failure to timely pay all wages due or final wages due; and (7) unfair competition.

Given the uncertainty of litigation, Plaintiffs and Defendant wish to settle on behalf of the Settlement Class (defined below). Accordingly, Plaintiffs and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiffs and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees of Mulholland Tennis Club in California at any time from September 10, 2016 through May 1, 2022 ("Class Period").

Defendant represents that there are 158 Settlement Class members within the Class Period.

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiffs.** As of the date that: (i) the Final Effective Date (as defined below) occurs and (ii) the settlement is fully funded, Plaintiffs and every member of the Settlement Class will fully release and discharge Defendant and any of Defendant's past, present, and/or future, direct and/or indirect, officers, directors, employees, agents, principals,

representatives, fiduciaries, attorneys, accountants, auditors, consultants, partners, investors, shareholders, administrators, insurers and reinsurers, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, placement or contingent workforce companies, heirs, and/or any party that was named as defendants in the Action (collectively, the "Released Parties"), as follows:

- A. **Release by Settlement Class members.** Settlement Class members (except those who opt-out) shall release all claims alleged in the operative Complaint, or which could have been alleged based on the facts alleged in the operative Complaint, arising from their employment with Defendant during the Class Period, including claims for: (1) minimum wage violations; (2) overtime violations; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; (7) unfair business practices; and (8) associated civil and statutory penalties under Labor Code section 2699, *et seq.*, including but not limited to alleged violations of California Labor Code sections 201-203, 204, 210, 216, 226, 226.2, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, relevant Industrial Welfare Commission Wage Order(s), and Business and Professions Code section 17200, *et seq.*, as well as claims for interest, costs, attorneys' fees, compensatory damages, and all claims for restitution and other equitable relief, injunctive relief, liquidated damages, and any other remedies owed or available under the law ("Class Member Released Claims").
- B. **Release of PAGA Claims.** In addition, all Settlement Class members (regardless of whether they opt out) who worked for Defendant at any time from July 2, 2019 through the end of the Class Period (the "PAGA Period") shall release Defendant from all claims for civil penalties under PAGA based on the above-mentioned violations, arising from their employment with Defendant during the PAGA Period (the "PAGA Released Claims").
- C. **Representative Plaintiffs' General Releases.** In light of Plaintiffs' Class Representative Service Awards, Plaintiffs have agreed to release, as individuals and in addition to the Class Member Released Claims and PAGA Released Claims described above, all claims, whether known or unknown, under federal law or state law, against the Released Parties, arising from his employment with Defendant, through the date this Settlement Agreement is signed by Plaintiffs ("Plaintiffs' Released Claims"). The Parties understand and agree that Plaintiffs are not, by way of this release, releasing any workers' compensation claims nor any other claims which cannot be released as a matter of law. Plaintiffs understand that this release includes unknown claims and that Plaintiffs are, 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.

3. **Settlement Fund.** As consideration, Defendant agrees to pay a non-reversionary gross settlement amount ("Settlement Fund") of Two Hundred Thirty Thousand Dollars and Zero Cents (\$230,000.00) in full and complete settlement of the Lawsuit, as follows:
- A. The Parties have agreed to engage Phoenix Settlement Administrators as the "Settlement Administrator" to administer this Settlement.
 - B. The term "Final" and "Final Effective Date" means: (i) that the Settlement Agreement has received Final Approval by the Court and there were no timely objections or intervener requests filed, or that any timely objections and/or interveners have been withdrawn; or (ii) in the event that one or more timely objections or interventions has/have been filed and not withdrawn, then upon the passage of the applicable date for an objector or intervener to seek appellate review of the Court's order of Final Approval, without a timely appeal having been filed; or (iii) in the event that a timely appeal of the Court's order of Final Approval has been filed, then the Settlement Agreement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the Court's Final Approval order without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such appeal has been either dismissed or withdrawn by the appellant.
 - C. Defendant shall deposit the Settlement Fund with the Settlement Administrator within 30 calendar days of the Final Effective Date.
 - D. This is a non-reversionary settlement. The Settlement Fund includes:
 - (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator which are anticipated to be no greater than Eight Thousand Dollars and Zero Cents (\$8,000.00);
 - (3) Up to Five Thousand Dollars and Zero Cents (\$5,000.00) to each Plaintiff, for a total of Fifteen Thousand Dollars and Zero Cents (\$15,000.00), for Plaintiffs' Class Representative Service Awards, in recognition of Plaintiffs' contributions to the Action and Plaintiffs' services to the Settlement Class;
 - (4) Up to one-third of the Settlement Fund in Class Counsel's attorneys' fees (currently estimated to be \$76,666.66), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00); and
 - (5) Ten Thousand Dollars and Zero Cents (\$10,000.00) of the Settlement Fund has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining 25%, Two Thousand

Five Hundred Dollars and Zero Cents (\$2,500.00), will be payable to certain Settlement Class members as the "PAGA Amount," as described below.

Defendant will not oppose the reasonableness of these requests. Any reduction by the Court of these requests will revert to the Settlement Class members who do not opt out.

- E. **Employer Payroll Taxes.** The Settlement Fund does not include employer-side payroll taxes, which shall be paid by Defendant separate from, and in addition to, the Settlement Fund. The employer-side taxes shall be deposited by Defendant with the Settlement Administrator by the date it deposits the Settlement Fund or within 5 Court days of receipt of the final approved calculations of the employer's share of payroll taxes, whichever date is later.
 - F. **Escalator Clause.** Defendant represents that there are approximately 10,200 workweeks worked during the Class Period. The Parties agree that this is a material term of the Settlement. If, at the time of preliminary approval, the actual number of workweeks has increased by 15% or more (i.e., if there are 11,730 or more workweeks), then Defendant agrees to increase the Settlement Fund on a proportional basis (e.g., if the actual number of workweeks were 20% greater than 10,200 workweeks, Defendant would agree to increase the Settlement Fund by 20%).
4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement") from the Settlement. Individual Settlements will be determined and paid as follows:
- A. The Settlement Administrator shall first deduct from the Settlement Fund the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, the Class Representative Service Awards, the Settlement Administrator's fees and expenses for administration, and the amount set aside as PAGA civil penalties. The remaining amount shall be known as the "Net Settlement Amount" or "NSA." Settlement Awards will be the total of each Settlement Class member's: (i) payment from NSA and (ii) payment, if any, from the PAGA Amount, as described below.
 - i. Payments from the Net Settlement Amount: The Settlement Administrator will calculate payments from the NSA based on each participating Settlement Class member's proportionate Workweeks worked during the Class Period. Specifically, each participating Settlement Class member's payment from the NSA will be calculated by multiplying the NSA by a fraction, the numerator of which is the participating Settlement Class member's number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Period.

- ii. **Payments from the PAGA Amount:** In addition to the NSA, 25% of the amount set aside as PAGA civil penalties (i.e., \$2,500.00) has been set aside as the “PAGA Amount,” as mentioned above. The PAGA Amount shall be paid to all Settlement Class members (regardless of whether they opt-out) who worked for Defendant in California at any time during the PAGA Period, based on their proportional number of pay periods worked for Defendant during the PAGA Period (“Pay Periods”). Specifically, each Settlement Class member’s payment from the PAGA Amount will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s number of Pay Periods worked during the PAGA Period, and the denominator of which is the total Pay Periods worked by all Settlement Class members during the PAGA Period.
- B. **Calculation of Individual Settlements.** Within five (5) Court days of the Final Effective Date, the Settlement Administrator will calculate Individual Settlement amounts, as well as the amount of the employer’s share of payroll taxes due on the wage portion of the Individual Settlements, and provide the same to counsel for review and approval.
- C. **Payment of Individual Settlements.** Within five (5) Court days of (i) the Final Effective Date occurring and (ii) Defendant’s deposit of the Settlement Fund and employer-side taxes, and after approval by counsel of the Settlement Award calculations, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant’s counsel. The Settlement Administrator shall pay the amounts approved by the Court for Class Counsel’s attorneys’ fees and costs, Plaintiffs’ Class Representative Service Awards, and PAGA payment to the LWDA at the same time it mails Individual Settlements to Settlement Class members.
- D. For tax purposes, each Individual Settlement shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the Net Settlement Amount shall be allocated as 20% wages, 40% penalties, and 40% to pre-judgment interest. The Settlement Administrator will be responsible for issuing to Settlement Class members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties and interest). Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. Moreover, each Settlement Class member is responsible for the proper tax treatment of his/her Individual Settlement, and neither Plaintiffs, Defendant, nor their respective counsel are providing tax advice with respect to the proper tax treatment of Individual Settlements.

- E. Each member of the Settlement Class who receives an Individual Settlement must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks are not cashed within 180 days after mailing, shall escheat to the California State Controller's Office for deposit in the Unclaimed Property Fund, in the name of the Class member.
- F. Neither Plaintiffs nor Released Parties (nor their respective counsel) shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Settlement Fund, which is currently estimated to be \$76,666.66. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$25,000.00, from the Settlement Fund. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award approved by the Court.

6. **Class Representatives' Service Awards.** Defendant will not object to a request for a Class Representative Service Award to each Plaintiff of up to \$5,000.00 (totaling \$15,000.00), for Plaintiffs' time and risk in prosecuting this case and service to the Settlement Class. This award will be in addition to Plaintiffs' Settlement Awards as Settlement Class members, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiffs seeking approval to pay up to Eight Thousand Dollars and Zero Cents (\$8,000.00) for its services from the Settlement Fund. The Settlement Administrator shall be responsible for sending Notice Packets to the Settlement Class members, calculating Individual Settlements and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Settlement Fund only after Individual Settlements have been mailed to all participating Settlement Class members. The Settlement Administrator shall also give notice of final judgment by posting the final judgment to its website.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing Paul K. Haines and Sean M. Blakely of Haines Law Group, APC as Class Counsel;

- C. Appointing Plaintiffs Omar Gallo, Salvador Hernandez Jr., and Alex Navarrete as Class Representatives for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Estimated Individual Settlements), and directing the mailing of the same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) Court days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, dates of employment, and Workweek and Pay Period data ("Class Data") for each Settlement Class member during the Class Period.
- B. Within ten (10) Court days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlements for each Settlement Class member, and receive approval from counsel of those calculations; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
 - i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must prepare and submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the

Settlement, except a Request for Exclusion not containing a Settlement Class member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement (except for any amount due to him or her from the PAGA Amount, if applicable) and will not be bound by the terms of the Settlement (except for the PAGA release, if applicable) or have any right to object, appeal or comment thereon.

- ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt out of the Settlement Class or encourage any Settlement Class member to appeal from the final judgment.

D. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by mailing a written objection to the Settlement Administrator (who shall serve all objections as received on Defendant's counsel and Class Counsel, who will file all such objections with the Court) within the Response Deadline. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are submitted within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any objection should be in writing and: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Objecting Settlement Class members may, but need not, appear at the Final Approval Hearing to argue their written objection. Settlement Class members may also appear at the final approval hearing to orally object, even if they have not submitted a written objection. Any attorney seeking to represent an objecting Settlement Class member at the Final Approval Hearing must submit a Notice of Appearance to the Court and serve it on all counsel, no later than the Response Deadline.

E. Notice of Estimated Individual Settlement / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement as well as the information that was used to calculate the Individual Settlement. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Estimated Individual Settlement, to provide documentation and/or an explanation to show contrary information. Any such

dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlements under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement shall be binding upon the Settlement Class member and the Parties.

- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline 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 Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. Settlement Class members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, Objection, or dispute. Notice Packets that are re-sent shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

10. **Right To Withdraw.** Notwithstanding any other provision of this Stipulation of Settlement, if more than three potential members of the Settlement Class submit timely and valid requests for exclusion (opt-outs) from the Settlement as outlined in 9.C above, Defendant shall have the option, in its sole and absolute discretion, to withdraw from this Settlement. Whereupon the Settlement shall be null and void for any and all purposes and may not be used or introduced in the action or any other proceeding. The Settlement Administrator shall notify Class Counsel and Counsel for Defendant of the number of timely opt-outs within five (5) business days after the expiration of the right of the Settlement Class members to opt-out of the Settlement. If Defendant elects to exercise its Right to Withdraw under this provision, Defendant will notify Class Counsel no later than five (5) business days after receiving notice of the number of requests for exclusion. If Defendant exercises its Right to Withdraw under this provision, then Defendant will be responsible for paying the Settlement Administrator any costs the Settlement Administrator incurred in connection with this Settlement through the date that Defendant notifies Class Counsel of its intent to exercise its Right to Withdraw.

11. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiffs' and Class Counsel's application for attorneys' fees and costs, Class Representative Service Awards, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769. Said judgment shall be posted on the website of the Settlement Administrator.

12. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or wrongdoing or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

13. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by counsel for all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiffs: Paul K. Haines of Haines Law Group, APC
2155 Campus Drive, Suite 1550, El Segundo, CA 90245
phaines@haineslawgroup.com

if to Defendant: Rafael Nendel-Flores of Clark Hill LLP
555 South Flower Street, 24th Floor, Los Angeles, CA 90017
rnendelflores@clarkhill.com

15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. **Nondisclosure and Nonpublication.** Plaintiffs and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement,

its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein, and except to Plaintiffs' spouse or to their attorneys or tax preparers as necessary for those professionals to provide their professional services to Plaintiffs. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Lawsuit, and a general description of the Lawsuit, to a court in a declaration by Class Counsel. Class Counsel may also describe the case, but neither the amount of the settlement nor Defendant's identity, on their website.

18. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court may award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken based on an alleged violation of any material term of this Settlement Agreement.

DATED: 3/22/23

MULHOLLAND TENNIS CLUB

By:  3/22/23
Name: Kimberley Walker
Title: Chair, MTL Board of Directors

DATED: Feb 8, 2023

PLAINTIFF OMAR GALLO

By: 
Omar C Gallo, Sr (Feb 8, 2023 15:31 PST)
Plaintiff and Settlement Class Representative

DATED:

PLAINTIFF SALVADOR HERNANDEZ, JR.

By: _____
Plaintiff and Settlement Class Representative

DATED:

PLAINTIFF ALEX NAVARRETE

By: _____
Plaintiff and Settlement Class Representative

its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein, and except to Plaintiffs' spouse or to their attorneys or tax preparers as necessary for those professionals to provide their professional services to Plaintiffs. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Lawsuit, and a general description of the Lawsuit, to a court in a declaration by Class Counsel. Class Counsel may also describe the case, but neither the amount of the settlement nor Defendant's identity, on their website.

18. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court may award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken based on an alleged violation of any material term of this Settlement Agreement.

DATED: 3/22/23

MULHOLLAND TENNIS CLUB

By: [Signature] 3/22/23
Name: Kimberley Walker
Title: Chair, Board of Directors.

DATED:

PLAINTIFF OMAR GALLO

By: _____
Plaintiff and Settlement Class Representative

DATED: Feb 8, 2023

PLAINTIFF SALVADOR HERNANDEZ, JR.

By: [Signature]
Salvador Hernandez (Feb 8, 2023 15:14 PST)
Plaintiff and Settlement Class Representative

DATED:

PLAINTIFF ALEX NAVARRETE

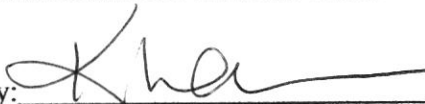
By: _____
Plaintiff and Settlement Class Representative

its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein, and except to Plaintiffs' spouse or to their attorneys or tax preparers as necessary for those professionals to provide their professional services to Plaintiffs. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Lawsuit, and a general description of the Lawsuit, to a court in a declaration by Class Counsel. Class Counsel may also describe the case, but neither the amount of the settlement nor Defendant's identity, on their website.

18. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court may award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken based on an alleged violation of any material term of this Settlement Agreement.

DATED: 3/22/23

MULHOLLAND TENNIS CLUB

By:  3/22/23
Name: Kimberley Walker
Title: Chair, MITZ Board of Directors

DATED:

PLAINTIFF OMAR GALLO

By: _____
Plaintiff and Settlement Class Representative

DATED:

PLAINTIFF SALVADOR HERNANDEZ, JR.

By: _____
Plaintiff and Settlement Class Representative

DATED: Feb 8, 2023

PLAINTIFF ALEX NAVARRETE

By: 
Alejandro Navarrete (Feb 8, 2023 18:33 PST)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: March 23, 2023

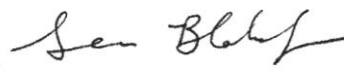
CLARK HILL LLP

By: 

Rafael Nendel-Flores
Monique Eginli
Attorneys for Defendant

DATED: 2/8/23

HAINES LAW GROUP, APC

By: 

Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiffs

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

OMAR GALLO, as an individual and on behalf of all
others similarly situated,

Plaintiff,

vs.

MULHOLLAND TENNIS CLUB, a California
corporation; and DOES 1 through 100,

Defendants.

Case No. 20STCV34581

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt employees of Defendant Mulholland Tennis Club (“Defendant” or “Mulholland Tennis Club”) in California at any time from September 10, 2016 through May 1, 2022. These employees will be referred to as the “Settlement Class” or “Settlement Class members.”

**PLEASE READ CAREFULLY
THIS NOTICE IS BEING PROVIDED TO YOU IN BOTH ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in the matter of *Omar Gallo, et al. v. Mulholland Tennis Club*, Los Angeles County Superior Court, Case No. 20STCV34581 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Mulholland Tennis Club’s records show that you were employed by Mulholland Tennis Club as a non-exempt employee in the State of California between September 10, 2016 and May 1, 2022 (the “Class Period”), and therefore are part of the proposed “Settlement Class.” The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator’s website, www.phoenixclassaction.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will automatically receive a settlement payment if the Court grants final approval of the settlement, and you will be bound by the release provisions in the Settlement Agreement.
OPT OUT	You may opt out of the settlement by submitting a Request for Exclusion (described below). If you opt out, you may not object to the settlement, you shall not receive a payment from the class portion of the Settlement, and you will not be bound by the class release provisions in the Settlement Agreement. Any Request for Exclusion must be submitted by <<RESPONSE DEADLINE>> .
OBJECT	You may object to the settlement by submitting a written objection and/or appearing at the Final Approval Hearing. Any written objections must be submitted by <<<RESPONSE DEADLINE>>> .
FINAL APPROVAL HEARING	The Final Approval Hearing will be held on [DATE/TIME] in Department SSC-10 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be postponed without further notice to the Settlement Class.

What is this case about?

On September 10, 2020, Plaintiff Omar Gallo filed a Representative Action Complaint for civil penalties pursuant to the Private Attorneys' General Act, Labor Code section 2698, *et seq.* ("PAGA"). On February 14, 2022, Plaintiff Gallo filed the operative First Amended Class and Representative Action Complaint ("FAC"), which adds Salvador Hernandez Jr. and Alex Navarrete as named Plaintiffs and Class Representatives, and also alleges the following causes of action: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; (7) unfair competition; and (8) civil penalties under PAGA.

Plaintiffs Omar Gallo, Salvador Hernandez Jr., and Alex Navarrete are known as the "Plaintiffs" and/or "Class Representatives," and their attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

Mulholland Tennis Club denies that it has done anything wrong. Mulholland Tennis Club also denies that it owes Settlement Class members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Mulholland Tennis Club, by whom all liability is expressly denied.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Mulholland Tennis Club has concluded that it is in its best interest to settle the Lawsuit on the terms summarized in this Notice. The Settlement was reached after a mediation and negotiations between the parties.

The Class Representatives and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Mulholland Tennis Club, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Mulholland Tennis Club, your decision about whether to participate in the Settlement will not affect your employment. California law and Mulholland Tennis Club's policy strictly prohibit unlawful retaliation. Mulholland Tennis Club will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of his/her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiffs/Settlement Class: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	Attorneys for Mulholland Tennis Club: CLARK HILL LLP Rafael Nendel-Flores rnendelflores@clarkhill.com Monique A. Eginli meginli@clarkhill.com 555 South Flower Street, 24th Floor Los Angeles, California 90017 Tel: (213) 891-9100 Fax: (213) 488-1178 www.clarkhill.com
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What are the terms of the Settlement?

On <<DATE OF PRELIMINARY APPROVAL>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who have worked for Mulholland Tennis Club in California at any time from September 10, 2016 through May 1, 2022. Settlement Class members who do not opt out of the Settlement pursuant

to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Mulholland Tennis Club as described below.

Mulholland Tennis Club has agreed to pay \$230,000.00 (the “Settlement Fund”) to fully resolve all claims in the Lawsuit, including payments to Settlement Class members, Class Counsel’s attorneys’ fees and expenses, Settlement administration costs, PAGA civil penalties, and the Class Representatives’ Service Awards.

The following deductions from the Settlement Fund will be requested by the parties:

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Settlement Fund. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for up to one-third of the Settlement Fund, which is currently estimated at \$76,666.66, as reasonable compensation for the work Class Counsel performed and will continue to perform in the Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$25,000.00 in verified costs incurred in connection with the Lawsuit.

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$8,000.00 from the Settlement Fund to pay the settlement administration costs.

Class Representatives’ Service Awards. Class Counsel will ask the Court to award Class Representative Service Awards in the amount of \$5,000.00 to each of the Class Representatives (totaling \$15,000.00). These Service Awards are to compensate the Class Representatives for their service and extra work provided on behalf of the Settlement Class members.

PAGA Civil Penalties. The Parties have agreed to allocate \$10,000.00 of the Settlement Fund towards the Settlement of the PAGA claims alleged in the Lawsuit. Pursuant to the requirements of the PAGA, 75% of that amount, or \$7,500.00, will be paid to the State of California Labor and Workforce Development Agency (“LWDA”). The remaining \$2,500.00 has been designated as the “PAGA Amount” and will be allocated to Settlement Class members as described below.

Calculation of Settlement Class Members’ Individual Settlement Awards. After deducting the Court-approved amounts above, the balance of the Settlement Fund will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). Payments to Settlement Class members will be calculated as follows:

- (i) The NSA will be allocated proportionally to all participating Settlement Class members (i.e., those who do not opt-out) based on each Settlement Class member’s total weeks worked for Mulholland Tennis Club in California as a non-exempt employee (“Workweeks”) during the Class Period.
- (ii) In addition to the NSA, \$2,500.00 of the Settlement Fund has been designated as the “PAGA Amount” as described above, and will be allocated to all Settlement Class members (regardless whether they opt-out) who worked for Mulholland Tennis Club in California at any time from July 2, 2019 through May 1, 2022 (the “PAGA Period”), in proportion to the number of pay periods worked during that time period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion from the Settlement.

Allocation and Taxes. For tax purposes, each Settlement Award shall be treated as follows: all amounts from the PAGA Amount will be treated as 100% penalties, and all amounts from the NSA will be treated twenty percent (20%) as “wages,” forty percent (40%) as “penalties” and forty percent (40%) as “interest.” The Settlement Administrator will issue IRS forms W-2 for all amounts designated as “wages,” and will issue IRS forms 1099 for all amounts designated as penalties

and interest. Settlement Class members are responsible for the proper income tax treatment of the individual settlement payments. The Settlement Administrator, Mulholland Tennis Club and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. As of the Final Effective Date, and upon Mulholland Tennis Club's complete funding of the Settlement Fund, Plaintiffs and every member of the Settlement Class (except those who opt-out) will fully release and discharge Mulholland Tennis Club and any of its past, present, and/or future, direct and/or indirect, officers, directors, employees, agents, principals, representatives, fiduciaries, attorneys, accountants, auditors, consultants, partners, investors, shareholders, administrators, insurers and reinsurers, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, placement or contingent workforce companies, and/or any party that was named as defendants in the Action (collectively, the "Released Parties"), from all claims alleged in the operative Complaint, or which could have been alleged based on the facts alleged in the operative Complaint, arising from their employment with Mulholland Tennis Club during the Class Period, including claims for: (1) minimum wage violations; (2) overtime violations; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; (7) unfair business practices; and (8) associated civil and statutory penalties under Labor Code section 2699 *et seq.*, including but not limited to alleged violations of California Labor Code sections 201-203, 204, 210, 216, 226, 226.2, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, relevant Industrial Welfare Commission Wage Order(s), and Business and Professions Code section 17200, *et seq.*, as well as claims for interest, costs, attorneys' fees, compensatory damages, and all claims for restitution and other equitable relief, injunctive relief, liquidated damages, and any other remedies owed or available under the law ("Class Member Released Claims").

In addition, all Settlement Class members (regardless of whether they opt-out) who worked for Mulholland Tennis Club at any time during the PAGA Period are "Aggrieved Employees" and shall release Mulholland Tennis Club from all claims for civil penalties under PAGA based on the above-mentioned violations, arising from their employment with Mulholland Tennis Club, during the PAGA Period ("the PAGA Released Claims").

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

How can I claim money from the Settlement?

Do Nothing. You do not need to do anything if you want to receive payment from and participate in the Settlement. If you do nothing, you will be entitled to your Individual Settlement Award based on the proportionate number of workweeks you worked for Mulholland Tennis Club as a non-exempt employee in California during the Class Period, and the proportionate number of pay periods you worked for Mulholland Tennis Club in California as a non-exempt employee during the PAGA Period. Your estimated Individual Settlement Award is included in the accompanying Notice of Estimated Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

Check Cashing Deadline and Uncashed Checks. If you are issued a Settlement Award, you will have one hundred and eighty (180) calendar days after your check is mailed by the Settlement Administrator to cash it. If you do not cash your check within 180 days after mailing, the check will become void, and the funds associated with such voided check will be distributed to the Controller of the State of California to be held in your name pursuant to the Unclaimed Property Law, California Civil Code section 1500, *et seq.*

What other options do I have?

Dispute Information in Notice of Estimated Settlement Award. Your estimated Individual Settlement Award has been calculated and is included in the enclosed Notice of Estimated Settlement Award. As stated above, your estimated Settlement Award is based on the number of workweeks and pay periods you worked for Mulholland Tennis Club during the Class Period and PAGA Period. The information contained in Mulholland Tennis Club's records regarding each of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Estimated Settlement Award. If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement

Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written Request for Exclusion no later than <<RESPONSE DEADLINE>>, with your full name (as well as any former names you used while you were employed by Mulholland Tennis Club), your current address, telephone number, last 4 digits of your social security number, your signature, and a statement that you wish to be excluded from the class action settlement.

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member with respect to the class claims alleged, shall be barred from participating in the class settlement, and shall receive no benefits from the class settlement. Any person who submits a valid and timely Request for Exclusion will also lack standing to submit any objection to the Settlement. However, all Settlement Class members who worked for Mulholland Tennis Club during the PAGA Period, including those who opt-out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you should mail a written objection to the Settlement Administrator by <<RESPONSE DEADLINE>>. Your written objection should include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, any legal or factual support for each objection, and any and all supporting papers, briefs, written evidence, declarations, and/or other evidence. Objections should be in writing and must be postmarked on or before <<RESPONSE DEADLINE>>. Notwithstanding the foregoing, you do not need to object in writing to be heard at the Final Approval Hearing.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department SSC-10 of the Los Angeles County Superior Court, located at 312 N. Spring St., Los Angeles, California 90012. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which is *Omar Gallo, et al. v. Mulholland Tennis Club*, Los Angeles County Superior Court Case No. 20STCV34581. You need not file a written objection in order to appear at the Final Approval Hearing.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department SSC-10 of the Los Angeles County Superior Court, located at 312 N. Spring St., Los Angeles, California 90012. At the Final Approval Hearing, the Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of expenses, the Service Awards to the Class Representatives, and the Settlement administration costs.

The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. Any Settlement Class member who wishes to attend the Final Approval Hearing may do so by appearing remotely through LA CourtConnect (for a fee unless a fee waiver has been obtained). You can find more information regarding LA CourtConnect

at the Court's website: www.lacourt.org. **You are not required to attend the Final Approval Hearing, although any Settlement Class members is welcome to attend the hearing at their own expense.**

If you plan on attending the hearing or otherwise visiting the Court, please consult the Court's website, www.lacourt.org, for information regarding court operations during COVID-19 as well as face covering and social distancing requirements.

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 312 N. Spring St., Los Angeles, California 90012 during regular court hours. Any Settlement Class member who wishes to review the Court's files should make an appointment with the Office of the Clerk. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, MULHOLLAND TENNIS CLUB, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

EXHIBIT B

NOTICE OF ESTIMATED SETTLEMENT AWARD
OMAR GALLO v. MULHOLLAND TENNIS CLUB
LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 20STCV34581

Please complete and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City State Zip Code

(III) Information Used to Calculate Your Settlement Award:

According to the records of Mulholland Tennis Club ("Mulholland Tennis Club"):

- (a) you worked for Mulholland Tennis Club in California from _____ to _____;
- (b) you worked _____ Workweeks between September 10, 2016 and May 1, 2022, for Mulholland Tennis Club; and
- (c) you worked _____ Pay Periods between July 2, 2019 and May 1, 2022, for Mulholland Tennis Club.

Based on the above, your Settlement Award is estimated at \$ _____.

(IV) If you disagree with items (a), (b), and/or (c) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

If you dispute the above information from Mulholland Tennis Club's records, Mulholland Tennis Club's records will control unless you are able to provide documentation that establishes otherwise and that Mulholland Tennis Club's records are mistaken. If there is a dispute about whether Mulholland Tennis Club's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**

EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

July 2, 2020

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Omar Gallo v. Mulholland Tennis Club*

To Whom It May Concern:

Please be advised that this law firm represents Omar Gallo in claims arising from his employment with Mulholland Tennis Club; and Does 1 through 100 (collectively, “Mulholland Tennis Club”). Mr. Gallo is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Mulholland Tennis Club’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

Mulholland Tennis Club is a private member-owned club offering various accommodations and services, including tennis courts, banquet services, swimming pool, hot tub, saunas, and dining and bar services. Mr. Gallo was initially hired by Mulholland Tennis Club in 1989 and worked as a non-exempt “server” and “bartender” until approximately November 19, 2019. For the purposes of this letter, “aggrieved employees” is defined as all current and former non-exempt employees of Mulholland Tennis Club who worked in California during the one year immediately preceding the date of this letter through the present.

During Mr. Gallo’s and other aggrieved employees’ employment with Mulholland Tennis Club, Mr. Gallo and other aggrieved employees were not paid all minimum and overtime wages due to Mulholland Tennis Club’s timekeeping policies/practices. Specifically, Mulholland Tennis Club utilized a timekeeping system which resulted in Mr. Gallo and other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Specifically, Mulholland Tennis Club maintained a policy/practice of rounding Mr. Gallo and other aggrieved employees’ timeclock punches to the nearest quarter of an hour. Mulholland Tennis Club’s timekeeping policies/practices were not even handed and have resulted in Mr. Gallo and other aggrieved employees not being compensated for all hours worked. Further, on occasions when Mr. Gallo and other aggrieved employees worked over eight hours in a workday and/or forty hours in a workweek, and when Mr. Gallo and other

aggrieved employees worked over twelve hours in a workday, Mulholland Tennis Club's timekeeping policies/practices deprived them of additional overtime and double-time wages earned. As a result of Mulholland Tennis Club's rounding policies/practices, Mr. Gallo and other aggrieved employees were not compensated for all minimum, overtime, and double-time wages.

Throughout Mr. Gallo's and other aggrieved employees' employment with Mulholland Tennis Club, Mulholland Tennis Club has failed to provide Mr. Gallo and other aggrieved employees with all statutorily mandated meal periods. Mr. Gallo and other aggrieved employees often worked a shift in excess of 6.0 hours and were not provided with any meal period at all due to Mulholland Tennis Club's policies/practices which fail to provide all legally-compliant meal periods. Furthermore, on the occasions when Mr. Gallo and other aggrieved employees were provided a first meal period, Mr. Gallo and other aggrieved employees were often provided with a late first meal period (i.e., commencing after the fifth hour of work) due to work demands imposed by Mulholland Tennis Club. Specifically, although Mr. Gallo and other aggrieved employees began working at 9:00 a.m. or 10:00 a.m. to staff various events such as weddings, receptions and parties, Mr. Gallo and other aggrieved employees were not provided with a first meal period until well after the completion of five hours of work. Moreover, Mulholland Tennis Club's meal period policies/practices do not provide for a second meal period for shifts in excess of 10.0 hours, nor were Mr. Gallo and other aggrieved employees provided with a second meal period for shifts over 10.0 hours. In the event that a legally compliant meal period was not in fact provided, Mr. Gallo and other aggrieved employees were not paid the meal period premium required by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Mulholland Tennis Club maintained no payroll code or other mechanism for paying meal period premiums when Mulholland Tennis Club failed to provide a legally compliant meal period to Mr. Gallo and other aggrieved employees.

Mr. Gallo and other aggrieved employees were not authorized and permitted to take all required rest periods due to Mulholland Tennis Club's rest period policies/practices, which fail to authorize and permit all rest periods for every four hours worked, or major fraction thereof. Due to Mulholland Tennis Club's work demands imposed on Mr. Gallo and other aggrieved employees, Mr. Gallo and other aggrieved employees were not authorized and permitted all required rest periods. In the event that a legally compliant rest period was not in fact authorized and permitted, Mr. Gallo and other aggrieved employees were not paid the rest period premium required by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Mulholland Tennis Club maintained no payroll code or other mechanism for paying rest period premiums when Mulholland Tennis Club failed to authorize and permit a legally compliant rest period to Mr. Gallo and other aggrieved employees.

As a result of Mulholland Tennis Club's failure to pay all minimum and overtime wages, and meal and rest period premium wages, Mulholland Tennis Club failed to pay Mr. Gallo and other aggrieved employees all wages owed at the time of separation from

employment with Mulholland Tennis Club, and also failed to issue accurate, compliant and itemized wage statements to Mr. Gallo and other aggrieved employees. Additionally, Mulholland Tennis Club issued facially non-compliant wage statements to Mr. Gallo and other aggrieved employees, which failed to state all applicable rates of pay and number of hours worked at each rate of pay in violation of Labor Code § 226(a)(9). Specifically, the wage statements issued by Mulholland Tennis Club fail to list the hourly rates and corresponding hours for “Pay Differential Over Time” and “Pay Differential Regular Time.” The wage statements issued by Mulholland Tennis Club are also facially deficient in that Mulholland Tennis Club incorrectly lists the “Overtime” rate of pay on Mr. Gallo’s and other aggrieved employees’ wage statements. For example, during the pay period of 10/07/2019 – 10/20/2019, Mulholland Tennis Club lists Mr. Gallo’s “overtime” rate of pay as \$21.370, notwithstanding the fact that Mr. Gallo’s correct overtime rate for this pay period is \$21.375.

As described above, Mulholland Tennis Club committed, and continues to commit, the following violations of the Labor Code and Industrial Welfare Commission Wage Order 5 (“Wage Order 5”):

Overtime Wage Violations

Mulholland Tennis Club was required to pay Mr. Gallo and other aggrieved employees overtime wages for all hours worked in excess of eight (8) hours per workday and/or forty (40) hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 5, § 3. According to Labor Code § 510(a), “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section further provides, “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” As alleged above, Mulholland Tennis Club failed to compensate Mr. Gallo and other aggrieved employees for all overtime work due to its rounding policies/practices. As a result of these policies/practices, Mr. Gallo and other aggrieved employees were not compensated for all overtime wages on occasions when Mr. Gallo and other aggrieved employees worked over eight (8) hours in a workday and/or 40 hours in a workweek

Minimum Wage Violations

Mulholland Tennis Club was required to pay Mr. Gallo and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194; 1194.2, 1197; Wage Order 5, § 4. Mulholland Tennis Club failed to conform its pay practices to the requirements of the law. This unlawful conduct included, but is not limited to, Mulholland Tennis Club’s uniform and unlawful policy/practice of rounding the hours worked to the nearest quarter of an hour

increment. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Gallo and other aggrieved employees were deprived of all required minimum wages.

Meal Period Violations

As alleged above, Mulholland Tennis Club failed in its affirmative obligation to provide all of its hourly non-exempt employees with all required meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. As a result, Mr. Gallo and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

Wage Order 5, § 12 and California Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked or major fraction thereof. As alleged above, Mulholland Tennis Club failed to authorize and permit Mr. Gallo and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As a result, Mr. Gallo and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”).

Wage Statement Violations

Mulholland Tennis Club was required to furnish Mr. Gallo and other aggrieved employees with accurate and itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and the total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 5, § 7. As a result of Mulholland Tennis Club’s failure to pay all required overtime wages, minimum wages, and meal and rest period premium wages, Mulholland Tennis Club maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Gallo and other aggrieved employees in violation of Labor Code § 226. Furthermore, as alleged above, the wage statements issued by Mulholland Tennis Club were facially defective in that they failed to list all applicable hourly rates and corresponding number of hours worked at each hourly rate, and failed to correctly list the “Overtime” rate of pay. Mulholland Tennis Club’s failure to comply with its wage

statement obligations was knowing and intentional, and Mr. Gallo and other aggrieved employees have suffered actual injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Mulholland Tennis Club failed to timely pay Mr. Gallo and other aggrieved employees all of their final wages at the time of separation, which included all overtime wages, minimum wages, and meal and rest period premium wages. Pursuant to Labor Code § 203, Mulholland Tennis Club's failure to pay all final wages due to Mr. Gallo and other aggrieved employees was willful and consequently, entitles Mr. Gallo and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Mulholland Tennis Club failed to pay their final wages after their separation, up to a maximum of thirty days.

As an "aggrieved employee," Mr. Gallo will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Gallo's own investigation, and on information and belief, Mulholland Tennis Club committed and continues to commit the following Labor Code violations:

- a. Mulholland Tennis Club violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Gallo and other aggrieved employees all overtime compensation earned;
- b. Mulholland Tennis Club violated Labor Code §§ 558, 1182.12, 1194, 1194.2, and 1197 by failing to pay Mr. Gallo and other aggrieved employees the statutory minimum wage for all hours worked;
- c. Mulholland Tennis Club violated Labor Code §§ 226.7, 512, and 558 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Gallo and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. Mulholland Tennis Club violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Mr. Gallo and other aggrieved employees to take all required rest periods and failing to pay rest period premiums to Mr. Gallo and other aggrieved employees at their respective regular rates of compensation for rest period violations;
- e. Mulholland Tennis Club violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Mr. Gallo and other aggrieved employees at their time of separation from employment;

- f. Mulholland Tennis Club violated Labor Code § 226 by failing to furnish Mr. Gallo and other aggrieved employees with accurate and compliant itemized wage statements;
- g. Mulholland Tennis Club violated Labor Code § 204 by failing to pay Mr. Gallo and other aggrieved employees all wages earned at least twice during each calendar month; and
- h. Mulholland Tennis Club violated Labor Code §§ 558 and 1174 by failing to maintain accurate payroll records on behalf of Mr. Gallo and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Mulholland Tennis Club if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Mulholland Tennis Club (via certified mail)

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