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Attorneys for Plaintiff Yvonne Welch
and Proposed Class Counsel

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TUOLUMNE

YVONNE WELCH, on behalf of herself
and on behalf of all similarly situated
individuals,

Plaintiff,

v.

FIRST LIGHT RESORTS, LLC, a
California limited liability company, d/b/a
WEST CREEK LODGE and DOES 1
through 10, inclusive,

Defendants.

CASE NO: CV63506

*Assigned for all purposes to the Honorable Judge
Laura Krieg, Dept. 2*

CLASS ACTION

**SUPPLEMENTAL DECLARATION OF
DANIEL F. GAINES IN SUPPORT OF
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

**Date: September 2, 2021
Time: 8:30 a.m.
Dept.: 2**

Complaint Filed: December 11, 2020

1 I, DANIEL F. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I am
3 a shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Yvonne Welch (“Welch” or
4 “Plaintiff”) and proposed Class Counsel in this action. I have personal knowledge of the facts set
5 forth herein and if called as a witness to testify to them, I could and would do so competently.

6 2. I am submitting this supplemental declaration in support of Plaintiff’s Unopposed
7 Motion for Preliminary Approval of Class Action Settlement pursuant to this Court’s tentative
8 order dated July 27, 2021. The tentative ruling is attached hereto as **Exhibit A**.

9 3. On September 22, 2020, my firm exhausted the pre-filing requirements of the
10 California Private Attorneys General Act of 2004, Labor Code section 2698 et seq. (“PAGA”) by
11 transmitting a letter to the California Labor and Workforce Development Agency (“LWDA”) via
12 the LWDA’s online portal and to Defendant First Light Resorts, LLC (“Defendant”) by Certified
13 U.S. Mail, giving notice of the specific provisions of the Labor Code Plaintiff alleges that
14 Defendant violated (the “LWDA Notice Letter”). A true and correct copy of the LWDA Notice
15 Letter is attached hereto as **Exhibit B**.

16 4. Additionally, on September 22, 2020, concurrent with the online submission to the
17 LWDA of the LWDA Notice Letter, my firm transmitted a cover letter with a check in the amount
18 of \$75.00 to the Department of Industrial Relations as payment for the required filing fee. Attached
19 hereto as **Exhibit C** is a true and correct copy of the cover letter and the check.

20 5. The original complaint in this action was submitted for filing with the Tuolumne
21 Superior Court on December 10, 2020. However, a file-stamped copy was not returned to our
22 office until January 6, 2021. On that same date, my office uploaded the filed complaint to the
23 LWDA via the LWDA’s online portal. A true and correct copy of the January 6, 2021 email from
24 the LWDA website confirming the submission of the complaint is attached hereto as **Exhibit D**.

25 6. On March 17, 2021, my office further exhausted the PAGA pre-filing requirements
26 by sending a supplemental letter to the LWDA (the “Supplemental LWDA Letter”). The
27 Supplemental LWDA Letter was also timely uploaded to the LWDA as required by the PAGA via
28 the LWDA’s online portal, and concurrently sent by Certified U.S. Mail to Defendant. A true and

1 correct copy of the Supplemental LWDA Letter is attached hereto as **Exhibit E**. A true and correct
2 copy of the email from the LWDA confirming receipt of the Supplemental LWDA Letter is
3 attached hereto as **Exhibit F**.

4 7. In addition to the foregoing, the Court's tentative ruling also indicates that Plaintiff's
5 counsel is required to submit proof that all of the procedural prerequisites have been met (including
6 timely service of the new First Amended Complaint). As reflected in the Court's records, Plaintiff
7 timely filed his First Amended Complaint ("FAC") on June 9, 2021 after the Court approved the
8 parties' stipulation to permit its filing. The FAC added class action claims to the existing PAGA
9 action that was alleged in the original complaint. Plaintiff timely served the FAC, and Defendant
10 timely filed an answer thereto on July 13, 2021. The FAC was not uploaded to the LWDA because
11 it is not a procedural prerequisite under the PAGA. The LWDA is only required to receive the
12 pleading that *commences* the PAGA civil action (i.e., here, the original complaint).

13 8. On May 20, 2020, my office filed Plaintiff's Unopposed Motion for Preliminary
14 Approval of Class Action Settlement (the "Motion"), along with the Settlement Agreement and
15 Release of All Claims (the "Settlement Agreement") and all other supporting documentation, with
16 the Court. On that same date, my office uploaded the Motion and the Settlement Agreement to the
17 LWDA via its online portal. A true and correct copy of the email from the LWDA confirming
18 receipt of the submission of the proposed settlement is attached hereto as **Exhibit G**.

19 9. PAGA Portion of Settlement: The Court expressed concern with the allocation of
20 "a mere \$10,000 for the PAGA Claim." See Tentative Ruling, **Exhibit A**, page 5. However, the
21 Settlement Agreement provides:

22 The Parties agree that Twenty Thousand Dollars (\$20,000.00) shall
23 be allocated to settle Plaintiff's claims brought pursuant to PAGA.
24 Of this amount, Seventy-Five Percent (75%), or Fifteen Thousand
25 Dollars (\$15,000.00) shall be paid to the LWDA, and Twenty-Five
26 Percent (25%), or Five Thousand Dollars (\$5,000.00) shall be paid
27 to Class Members who have not submitted a valid and timely request
28 for exclusion form ("Request for Exclusion Form") as part of the Net
Settlement Proceeds.

1 The Court also requested confirmation that the PAGA funds for aggrieved employees will pour
2 over into the Net Settlement Amount for all Class Members. As set forth above, the PAGA portion
3 will pour over into the Net Settlement Proceeds for all Class Members who have not submitted a
4 valid and timely request for exclusion. There will not be any PAGA sub-group.

5 10. Settlement Agreement Paragraph C.1(c): The Court expressed concern over the
6 method for a class member who disagrees with the administrator's calculations of
7 his/her/they/them's Individual Payment Amount. Based thereon, the parties agreed to revise the
8 Notice of Pendency of Class Action Settlement and Final Hearing (the "Notice"). Paragraph E
9 now provides an avenue for a Class Member to seek assistance from the Court for a dispute
10 concerning the administrator's calculation as follows:

11 Please be advised that the individual data above is presumed to be
12 correct unless you submit documentation proving otherwise. If you
13 disagree with the data, please submit an explanation and evidence in
14 support of your position to the Settlement Administrator no later than
15 _____, 2021. In the event of a dispute, the Settlement
Administrator will resolve the challenge with your input and any
evidence submitted by Defendant. The Court may further review and
resolve any disputes upon request.

16 A true and correct copy of the revised Notice is attached hereto as **Exhibit H**; a true and correct
17 redline from the original Notice is attached hereto as **Exhibit I**.

18 11. Settlement Agreement Paragraphs E.3 and E.9: These paragraphs identify the
19 efforts which the Settlement Administrator shall take to ensure that the Class Notice, Request for
20 Exclusion Form, and Objection Form are sent and delivered to all Class Members. We
21 acknowledge the Court's statement that there is no "conclusive presumption" of proper notice
22 when mail is not returned. However, mail that is returned as undeliverable provides the only notice
23 to the Settlement Administrator that delivery of the mailed notice failed. In that regard, I am aware
24 and informed, and have confirmed with the Settlement Administrator proposed to be retained in
25 this matter, that the "reasonable efforts" (as referenced in the Settlement Agreement) used by
26 ILYM Group, Inc. will include searching for changes of address online and using "skip tracing"
27 methods to locate updated addresses of any Class Members whose notices are returned as
28

1 “undeliverable.” This is reflected under the paragraph titled “Mailing and Data Conversion” in the
2 Terms and Conditions of the Settlement Administrator’s invoice for this matter. A true and correct
3 copy of the invoice is attached hereto as **Exhibit J**. Additionally, we will ensure that the settlement
4 administrator performs these tasks, and it will so report in its declaration filed in advance of the
5 final approval hearing.

6 12. Settlement Agreement Paragraphs E.7-E.8: The parties agree that any opt out
7 deemed invalid will be submitted to the Court for resolution at the final approval hearing.

8 13. Settlement Agreement Paragraph E.11: Pursuant to the Court’s comments, the
9 parties have prepared an Objection Form to be included with the Notice Packet. It provides an
10 option for Class Members to object to the settlement and request that the Court consider the
11 objection at the final approval hearing. Objections may now be submitted or presented at any time
12 through the final approval hearing. A true and correct copy of the Objection Form is attached
13 hereto as **Exhibit K**.

14 14. Settlement Agreement Paragraph G: The parties agreed for the Settlement
15 Administrator to make two pro rata disbursements, rather than one disbursement following
16 Defendant’s second deposit of settlement funds, because based on my experience, employee Class
17 Members are typically eager for their settlement payments, and a partial payment is better than a
18 wholly deferred payment. This is a regular practice which I have used many times with success
19 where a defendant cannot promptly fund a settlement due to financial constraints. Additionally,
20 the two disbursements contemplated by the settlement are already included in the estimated
21 administration costs.

22 15. My office submitted this Supplemental Declaration, and all exhibits hereto, to the
23 LWDA via electronic submission in compliance with Labor Code § 2699(1)(2) on the same day
24 we are filing it with the Court. The proof of service appended hereto evidences the online
25 submission to the LWDA.

26 ///

27 ///

1 I declare, under penalty of perjury, under the laws of the State of California, that the
2 foregoing is true and correct. Executed this 23rd day of August, 2021 at Calabasas, California.

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4 DANIEL F. GAINES
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EXHIBIT A

If you wish to appear for oral argument, you must so notify the Court and all other parties by 4:00 p.m. one court day before the hearing, pursuant to California Rules of Court, rule 3.1308. The phone number for Department 2 is (209) 533-6555. The tentative ruling will become the ruling of the Court if the Court has not directed oral argument by its tentative ruling and notice of intent to appear has not been given.

1. CV62940 Schowachert v. Tuolumne County Sheriff Department and Bill Pooley

Pleadings:	Demurrer to FAC
Moving Party:	Defendant
Motion filed:	May 24, 2021
<u>Tentative ruling:</u>	Demurrer SUSTAINED on all grounds, with 30 days leave to amend.

This a personal injury action. Plaintiff is a convicted felon, currently serving a life sentence for attempted murder. He contends that on or about 01/12/17, he was struck in the head by a corrections officers, suffering debilitating injuries. He filed as a self-represented individual on 01/22/20. He seeks recovery in the pecuniary amount of \$10M.

Before the Court this day is a defense demurrer to the operative pleading, which is the First Amended Complaint filed 03/23/20. The pleading is on a Judicial Council form, and includes two causes of action: one for negligence, and another for “intentional tort.” The FAC fails to designate defendant capacities, which is complicated by the fact that plaintiff only named “Tuolumne County Sheriff’s Department” as a party, and yet the Sheriff Bill Poole has made a general appearance.

A demurrer presents an issue of law regarding the sufficiency of the allegations set forth in the complaint. The challenge is limited to the “four corners” of the pleading (which includes exhibits attached and incorporated therein) or from matters outside the pleading which are judicially noticeable under Evidence Code §§ 451 or 452. The complaint is read as a whole: material facts properly pleaded are assumed true; contentions, deductions or conclusions of fact/law are not. In general, a pleading is adequate if it contains a reasonably precise statement of the ultimate facts, in ordinary and concise language, and with sufficient detail to acquaint a defendant with the nature, source and extent of the claim. CCP §§ 425.10(a), 459; in accord, *C.A. v. William S. Hart Union High School Dist.* (2012) 53 Cal.4th 861, 872; *Cansino v. Bank of America* (2014) 224 Cal.App.4th 1462, 1469; *Leek v. Cooper* (2011) 194 Cal.App.4th 399, 413.

Here, defendant points out that plaintiff has not alleged in the operative pleading compliance with the pre-filing requirements under the Government Claims Act, whose purpose is to provide the public entity sufficient information to enable it to (1) investigate/settle claims without the expense of litigation, (2) plan for potential fiscal liabilities, and (3) avoid similar liabilities in the future. *City of Stockton v. Superior Court* (2007) 42 Cal.4th 730, 738; *E.M. v. LA Unified School Dist.* (2011) 194 Cal.App.4th 736, 748; *Westcon Construction Corp. v. County of Sacramento* (2007) 152 Cal.App.4th 183, 200. No suit for money or damages may be maintained against a

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governmental entity unless a formal claim has been presented to such entity within six months of accrual of the cause of action. Gov't Code §911.2; *Munoz v. State of Calif.* (1995) 33 Cal.App.4th 1767, 1776. If the claimant fails to file within six months, he or she may apply in writing to the public entity for permission to file a late claim. Gov't Code §911.4. If the public entity denies the application to file a late claim, the claimant may petition the court for relief within 6 months thereafter. Gov't Code §946.6(b). Timely application for permission to file a late claim (§911.4) is a jurisdictional prerequisite to a claim-relief petition.

Plaintiff's opposition did not make it into the Court file, but the reply brief filed by County suggests that plaintiff is aware of the shortcoming and was planning some type of cure. Given that this is the first pleading attack, and that plaintiff has certain limitations being in custody, this Court will permit plaintiff an opportunity to cure that particular defect in an amended pleading.

However, this is not the only concern the Court has.

There is a very real issue regarding the timeliness of this lawsuit. The ordinary statute of limitations for negligence and battery is two years. CCP §335.1. Although CCP §352.1 adds two years of tolling for plaintiffs imprisoned for a term less than for life, the Legal Status Summary attached by plaintiff to his operative pleading suggests that when the 01/12/17 incident occurred, plaintiff had not yet been convicted of his crime. If that is correct, tolling did not commence until his sentencing date of 08/20/19, which would have been after the statute of limitations already lapsed. Tolling does not revive a lapsed claim. Either way, tolling never applied to the requirements associated with the Government Claims Act notices. See *Austin v. Medicis* (2018) 21 Cal.App.5th 577, 597; *Brooks v. Mercy Hospital* (2016) 1 Cal.App.5th 1, 5-7; *Moore v. Twomey* (2004) 120 Cal.App.4th 910, 914.

In addition, plaintiff's second cause of action for intentional tort is not adequately pled. The elements of a civil battery are: (1) defendant intentionally did an act which resulted in a harmful or offensive contact with the plaintiff's person; (2) plaintiff did not consent to the contact; and (3) the harmful or offensive contact caused injury, damage, loss or harm to the plaintiff. *Brown v. Ransweiler* (2009) 171 Cal.App.4th 516, 526-527. Moreover, it must be shown that the defendant actually intended to harm the plaintiff. *Austin B. v. Escondido Union School Dist.* (2007) 149 Cal.App.4th 860, 875; in accord, CACI 1300. The allegations supporting the claim are bald conclusions insufficient to pass initial muster.

While it seems to this Court that plaintiff will be unable to cure these defects, some of the findings made herein are based on reasonable assumptions from an incomplete record. Plaintiff will be given one opportunity to cure.

Demurrer sustained on all grounds, with 30 days leave to amend.

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2. CV63506 Welch v. First Light Resorts, LLC

Pleadings:	Motion for Preliminary Approval of Class Action Settlement
Moving Party:	Defendant
Motion filed:	May 20, 2021
<u>Tentative ruling:</u>	The Motion is CONTINUED to September 2, 2021, Department 2 Counsel is required to submit at the next hearing all proof that the procedural prerequisites have been met (including timely service of the new First Amended Complaint).

This is a putative class action, seeking redress for alleged wage/hour violations in the hospitality industry. The operative pleading is the First Amended Complaint, which contains seven (7) causes of action and a single proposed class as follows: “all persons employed by Defendant First Light Resorts, LLC in a non-exempt position at Rush Creek Lodge in Groveland, California, between 12/11/16 and 03/16/21.” The operative pleading was first filed on 06/09/21, which predates the pending motion by three weeks.

Before the Court this day is an initial hearing on plaintiff’s application for provisional certification of a class, preliminary approval of class settlement, and approval of a PAGA settlement. The gross settlement amount (“GSA”) is \$600,000.00, which is intended to cover approximately 650 non-exempt hourly employees suffering one of many wage/hour violations. This is a non-reversionary settlement (meaning nothing goes back to the defendant). The proposed deductions/allocations from the GSA are as follows:

Attorney Fees:	\$240,000.00 (40%)
Litigation Costs:	\$ 10,000.00
Administrator Costs:	\$ 10,500.00
Service Enhancement:	\$ 12,000.00
LWDA share of PAGA:	\$ 15,000.00

Based on the proposed deductions/allocations, there should be an average payout per class member of \$480.00.

For the reasons which follow, the motion must be continued briefly.

Provisional Certification of the Class - Approved

After parties to a putative class action settle the dispute, they must present that settlement to the trial court for approval. If the class has not yet been certified, part of the motion will include a

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request for provisional certification for purposes of settlement only. See CRC 3.769. Although the provisional process is less demanding than a traditional motion for class certification, a trial court reviewing an application for preliminary approval of a settlement must still find that the normal class prerequisites have been met. See *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 625-627 (1997); in accord, *Carter v. City of Los Angeles* (2014) 224 Cal.App.4th 808, 826.

The moving party must establish by admissible evidence: (1) the existence of an ascertainable and sufficiently numerous class; (2) a well-defined community of interest; and (3) substantial benefits from certification that render proceeding as a class superior to the alternatives. These elements are typically referred to as ascertainability, numerosity, commonality, typicality, adequacy, and superiority. A class is ascertainable when it is defined in terms of objective characteristics and common transactional facts that make the ultimate identification of class members possible, and that is sufficient to allow a member of the class to identify himself or herself as having a right to recover. In other words, a class is ascertainable if it is relatively easy to see who is in the class, and who has viable claims. A community of interest exists there if predominant common question of law or fact which will impact all class members, if the proposed class representative has similar individual claims to the class, and if the proposed class representative and counsel will adequately represent the class. *Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980-986; *Duran v. U.S. Bank Nat'l Ass'n* (2014) 59 Cal.4th 1, 28-29; *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021.

Here, the proposed class of “all persons employed by Defendant First Light Resorts, LLC in a non-exempt position at Rush Creek Lodge in Groveland, California, between 12/11/16 and 03/16/21” is amenable to class certification. The class is ascertainable, numerous, common and typical. There is certainly value in the class process here.

The PAGA Portion - Continued

On a proposed PAGA settlement, the trial court must review and approve the settlement, making sure it is fair to both the LWDA, as well as the employees subjected to one or more of the alleged Labor Code violations. Courts generally look to whether the settlement is genuine, meaningful and consistent with the underlying purpose of PAGA, to wit: protecting employees, augmenting the state's enforcement capabilities, encouraging compliance with Labor Code provisions, and deterring noncompliance. Some of the factors to consider, subject to a sliding scale, include (1) the LWDA's views, or lack thereof, on the settlement; (2) the likelihood of any discretionary reduction of PAGA penalties under §2699(e)(2); (3) the value of any nonmonetary relief (such as changes in company policies); and (4) whether the same employees entitled to PAGA penalties are already recovering monetary relief as part of a class settlement. See, e.g., *Williams v. Superior Court* (2017) 3 Cal.5th 531, 548-549; *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 382; *Moorer v. Noble L.A. Events, Inc.* (2019) 32

If you wish to appear for oral argument, you must so notify the Court and all other parties by 4:00 p.m. one court day before the hearing, pursuant to California Rules of Court, rule 3.1308. The phone number for Department 2 is (209) 533-6555. The tentative ruling will become the ruling of the Court if the Court has not directed oral argument by its tentative ruling and notice of intent to appear has not been given.

Cal.App.5th 736, 742-744; *Julian v. Glenair, Inc.* (2017) 17 Cal.App.5th 853, 865-866; in accord, *Haralson v. U.S. Aviation Services Corp.*, 383 F.Supp.3d 959, 971-974 (N.D. Cal. 2019); *Flores v. Starwood Hotels & Resorts Worldwide, Inc.*, 253 F.Supp.3d 1074, 1075 (C.D. Cal. 2017); *O'Connor v. Uber Techs., Inc.*, 201 F.Supp.3d 1110, 1133 (N.D. Cal. 2016).

Here, plaintiffs set aside a mere \$10,000 for the PAGA claim. This is a steep deduction for the myriad of alleged violations relating to hourly rates, overtime rates, business expenses, and meal/rest periods for those entitled. However, this would be acceptable if all class members were aggrieved employees. It appears from a review of the settlement agreement that the PAGA funds for aggrieved employees will pour over into the NSA for all class members, so the parties should just confirm that is the case (and that there will not be any PAGA sub-group).

However, the PAGA portion cannot be approved at this time because the supporting papers do not include copies of the required notices. The trial court must confirm that plaintiff satisfied all of the pre- and post-filing requirements. For example, before the lawsuit was filed, plaintiff was required to give the LWDA pre-filing notice via its online portal, within one year of the offense, “of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violation.” The notice must contain at least some evidentiary facts (rather than mere conclusions), and must make reference to other employees (not just plaintiff). Plaintiff was also required to tender to the LWDA the required \$75 filing fee, and wait the minimum 65 calendar days for LWDA to respond. After the lawsuit is filed, plaintiff has two additional procedural requirements. First, plaintiff must give LWDA, via its online portal, a file-stamped copy of the complaint “within 10 days following commencement of” the civil action. Second, plaintiff must give LWDA, via its online portal, a copy of the proposed settlement for court approval “at the same time that it is submitted to the court.” Labor Code §§ 2699, 2699.3. See *Esparza v. Safeway, Inc.* (2019) 36 Cal.App.4th 42, 60-61; *Brown v. Ralphs Grocery Co.* (2018) 28 Cal.App.5th 824, 834-835; *Kahn v. Dunn-Edwards Corp.* (2018) 19 Cal.App.5th 804, 809.

Counsel is required to submit at the next hearing all proof that the procedural prerequisites have been met (including timely service of the new First Amended Complaint).

The Class Settlement – Approved in Part

At the preliminary approval stage, the proponent of the settlement bears the burden of showing that the settlement is within the reasonable range such that a trial court will likely be able to approve it at a final hearing, taking into consideration these four factors: (1) have putative class members been adequately represented by experienced counsel and a vested representative; (2) was the settlement a result of a serious, informed, non-collusive, arm’s length negotiation; (3) whether the relief obtained has any real value to class members when compared to what those

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claims might yield; and (4) are certain segments of the class entitled to preferential treatment. Because this is not the final approval hearing, the level of scrutiny at this stage is often described as something less than a “finding” of fairness and more of a “feeling” of fairness. See *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1166.

Despite what may appear to be a rather amorphous standard at this juncture, it is in the best interests of all involved to have some real scrutiny. Thus, even at the preliminary hearing stage, courts should still keep the fairness elements in mind, to wit (1) the strength of plaintiffs’ case; (2) the risk, expense, complexity and likely duration of further litigation; (3) the risk of maintaining class action status through trial; (4) the amount offered in settlement when compared to the potential recovery; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) any evidence of collusion, fraud or overreaching by the negotiating parties; and (8) due regard to what is otherwise a private consensual agreement. See *Jones v. Farmers Insurance Exchange* (2013) 221 Cal.App.4th 986, 998; *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 581; *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 409.

The GSA appears to be in the reasonable range.

The proposed attorney fee allocation is higher than normal, and so counsel is expected to provide detailed records for a proper lodestar cross-check at the final approval hearing. Counsel is approved to proceed as class counsel.

The proposed litigation fee allocation appears to be reasonable, but again detailed invoices and records permitting an adequate analysis akin to a CCP §1033.5 review will be required at the final hearing.

The proposed administrator fee allocation appears to be reasonable. The appointment hereof is approved.

The proposed representative enhancement is on the high side, so plaintiff will be required to support that request with a detailed declaration at the final approval hearing. She is approved to proceed as the class representative.

In conclusion, the proposed settlement could be within the range of what would be approved at a final hearing, save for the above-referenced concerns and a few more from the Settlement Agreement set forth below.

Para C.1(c). The Court expects clarification the method to be employed if a class member disagrees with the administrator’s calculations. Since the initial Notice will include this

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calculation, there must be some mechanism whereby a class member can object and, if not resolved amicably, lodged with the Court for resolution.

Para E.12. The parties indicate that notices only need to be in English, but defendant will have to confirm that all 650 are sufficiently communicative in English to satisfy due notice.

Para E.3 and E.9. There is no “conclusive presumption” of proper notice when mail is not returned. In addition, in the event of non-deliverable notices, the administrator is expected to exhaust reasonable effort locating the individual by looking for changes of address and online “skip tracing.”

Para E.7-E.8. It is permissible to set a deadline for return of opt-out requests, but should the administrator receive opt-outs that are imperfect, this Court expects to learn of those and to make a determine as to whether the employee substantially complied with the opt-out process.

Para. E.11. Since objections are permissible up to the final hearing, the imposed deadline for objections is not acceptable. Moreover, to avoid questions regarding the effectiveness of an objection, this Court prefers to see Objection Forms included in the notice packet.

Para F. Why does the defendant require six months to fund the GSA?

Para G. Assuming a valid basis for the two installment method described, what is the basis for the administrator making pro rata distributions to all interested parties at that time? This seems to double the administrator’s work, and may create undue confusion amongst the class members. Since the delay is only six months, this Court prefers for the administrator to deposit the first installment into an interest-bearing account, and to make one distribution when the GSA is fully funded.

Hearing continued to September 2, 2021 in Department 2 before the Honorable Laura Krieg. All filings responsive to this Court’s concerns must be on file at least 10 calendar days prior to the next hearing date.

EXHIBIT B

GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

WWW.GAINESLAWFIRM.COM

27200 AGOURA ROAD, SUITE 101
CALABASAS, CALIFORNIA 91301

PHONE (818) 703-8985
FAX (818) 703-8984

September 22, 2020

Via Certified Mail

Labor & Workforce Development Agency
By electronic submission

First Light Resorts, LLC dba West Creek Lodge
3 Corte Palos Verdes
Tiburon, CA 94920

Defendant mailed certified # 70180360000011916502

Agent for Service of Process for First Light Resorts, LLC
Brian Anderluh
3 Corte Palos Verdes
Tiburon, CA 94920

Agent mailed certified # 70180360000011916519

Re: ***Labor Code Violations of First Light Resorts, LLC dba West Creek Lodge –
Compliance Letter of California Labor Code § 2698 –Private Attorneys General
Act***

Dear LWDA:

This office represents Yvonne Welch, a former non-exempt California employee of First Light Resorts, LLC dba West Creek Lodge (“Defendant”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendant in Northern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its non-exempt California employees (“Aggrieved Employees”).

Defendant failed to pay premium wages to our client and Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order 5-2001. Our client and all other Aggrieved Employees were routinely not authorized and unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour’s pay for each missed rest period. Simply put, our client never received a rest period during her employment; she makes this allegation on behalf of herself and Aggrieved Employees. This violates Labor Code § 226.7 and IWC Wage Order 5-2001.

Defendant failed to pay our client and all other Aggrieved Employees premium wages for missed meal periods, in violation of Labor Code §§ 226.7, 510, 512, and 1194 and IWC Wage Order 5-2001. Our client and other Aggrieved Employees were routinely denied, and not authorized to

take, an uninterrupted, 30-minute meal period for every shift worked over five hours in duration, and a second 30-minute meal period for every shift worked over ten hours in duration, but were not paid premium wages of one hour's pay for each missed meal period. When our client and Aggrieved Employees did receive a meal period, they were typically late, cut short, or interrupted, requiring them to work during their meal periods. This violates Labor Code §§ 226.7, 510, 512, and 1194 and IWC Wage Order 5-2001.

Our client further alleges that Defendant failed to provide her and Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3. Our client and other Aggrieved Employees were not paid all premium meal and rest period wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, and net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3.

Our client further alleges that Defendant failed to timely pay her and other Aggrieved Employees all wages due at the separation of their employment based on the time frames required by Labor Code §§ 201-203. As stated above, our client and other Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. Independently, when our client was terminated from her employment with Defendant, she was not issued her final wages at the time of her termination. Rather, she was eventually paid her final wages 7 days after her termination. This violates Labor Code §§ 201-203 and is alleged on behalf of all Aggrieved Employees who have since left their employment with Defendant.

The \$75 PAGA filing fee has been mailed to the LWDA concurrently with the transmission of this letter.

We invite Defendant or its attorneys to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By :

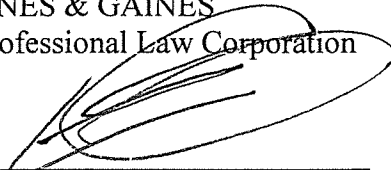

EVAN S. GAINES

EXHIBIT C

GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

WWW.GAINESLAWFIRM.COM

27200 AGOURA ROAD, SUITE 101
CALABASAS, CALIFORNIA 91301

PHONE (818) 703-8985
FAX (818) 703-8984

September 22, 2020

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue
10th Floor
San Francisco, CA 94102

Re: PAGA filing fee for Welch v. First Light Resorts LLC
LWDA Case No. LWDA-CM- 807283-20

To Whom It May Concern:

Enclosed is the \$75.00 PAGA filing fee associated with the attached PAGA claim notice e-mailed to you on September 22, 2020.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By: 
Cheryl Tellerino
Assistant to
Evan S. Gaines, Esq.

Enclosure

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

GAINES & GAINES
A PROFESSIONAL LAW CORPORATION
27200 AGOURA RD STE 101
CALABASAS, CA 91301-5126
818-703-8985

WELLS FARGO BANK, N.A.
www.wellsfargo.com
16-24/1220

10919

7/27/2020

PAY TO THE ORDER OF Labor & Workforce Development Agency

\$ **75.00

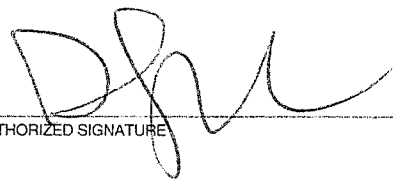
Seventy-Five and 00/100*****

DOLLARS

MEMO *Welch V. First Light Resorts*

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AUTHORIZED SIGNATURE



⑈0000010919⑈ ⑆122000247⑆ 6234463088⑈

GAINES & GAINES A PROFESSIONAL LAW CORPORATON
Labor & Workforce Development Agency
Client Costs:FILING FEE

7/27/2020

10919

75.00

Gaines & Gaines - W

75.00

Details on Back

Security Features Included

EXHIBIT D



Miriam Schimmel <miriam@gaineslawfirm.com>

Welch v First Light FW: Thank you for your Court Complaint Submission.

1 message

Amelia Booth <amelia@gaineslawfirm.com>

Wed, Jan 6, 2021 at 11:09 AM

To: attorneys@gaineslawfirm.com

Cc: Beatriz Franco <betty@gaineslawfirm.com>, carole@gaineslawfirm.com

Summons & Complaint

-----Original Message-----

From: FormAssembly <no-reply@formassembly.com> On Behalf Of DIR PAGA Unit

Sent: Wednesday, January 6, 2021 11:09 AM

To: amelia@gaineslawfirm.com

Subject: Thank you for your Court Complaint Submission.

01/06/2021 11:08:36 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case,
please send an email to pagainfo@dir.ca.gov.DIR PAGA Unit on behalf of
Labor and Workforce Development AgencyWebsite: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT E

GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

WWW.GAINESLAWFIRM.COM

27200 AGOURA ROAD, SUITE 101
CALABASAS, CALIFORNIA 91301

PHONE (818) 703-8985
FAX (818) 703-8984

March 17, 2021

Via Certified Mail

Labor & Workforce Development Agency
By electronic submission

First Light Resorts, LLC dba West Creek Lodge
3 Corte Palos Verdes
Tiburon, CA 94920

Defendant mailed certified # 70190700000201198483

Agent for Service of Process for First Light Resorts, LLC
Brian Anderluh
3 Corte Palos Verdes
Tiburon, CA 94920

Agent mailed certified # 70190700000201198476

Re: ***Labor Code Violations of First Light Resorts, LLC dba West Creek Lodge –
Compliance Letter of California Labor Code § 2698 – Private Attorneys
General Act
LWDA Case No. LWDA-CM-807283-20***

Dear LWDA:

This letter supplements our previous correspondence sent on September 22, 2020 and adds an additional claim.

This office represents Yvonne Welch, a former non-exempt California employee of First Light Resorts, LLC dba West Creek Lodge (“Defendant”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendant in Northern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its non-exempt California employees (“Aggrieved Employees”).

Our client alleges that Defendant failed to properly compute bonus wages and other non-base hourly wages earned by our client and other Aggrieved Employees into their regular rate of pay for purposes of paying them overtime wages at the correct rates, in violation of Labor Code §§ 510, 558 and 1194. Defendant failed to properly blend these bonus wages and other non-base hourly wages and instead paid our client and other Aggrieved Employees overtime based only on the base hourly rate of pay, thus depriving our client and other Aggrieved Employees of all overtime wages earned, in violation of Labor Code §§ 510, 558 and 1194.

Defendant failed to pay premium wages to our client and Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order 5-2001. Our client and all other Aggrieved Employees were routinely not authorized and unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. Simply put, our client never received a rest period during her employment; she makes this allegation on behalf of herself and Aggrieved Employees. This violates Labor Code § 226.7 and IWC Wage Order 5-2001.

Defendant failed to pay our client and all other Aggrieved Employees premium wages for missed meal periods, in violation of Labor Code §§ 226.7, 510, 512, and 1194 and IWC Wage Order 5-2001. Our client and other Aggrieved Employees were routinely denied, and not authorized to take, an uninterrupted, 30-minute meal period for every shift worked over five hours in duration, and a second 30-minute meal period for every shift worked over ten hours in duration, but were not paid premium wages of one hour's pay for each missed meal period. When our client and Aggrieved Employees did receive a meal period, they were typically late, cut short, or interrupted, requiring them to work during their meal periods. This violates Labor Code §§ 226.7, 510, 512, and 1194 and IWC Wage Order 5-2001.

Our client further alleges that Defendant failed to provide her and Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3. Our client and other Aggrieved Employees were not paid all premium meal and rest period wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, and net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3.

Our client further alleges that Defendant failed to timely pay her and other Aggrieved Employees all wages due at the separation of their employment based on the time frames required by Labor Code §§ 201-203. As stated above, our client and other Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. Independently, when our client was terminated from her employment with Defendant, she was not issued her final wages at the time of her termination. Rather, she was eventually paid her final wages 7 days after her termination. This violates Labor Code §§ 201-203 and is alleged on behalf of all Aggrieved Employees who have since left their employment with Defendant.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By :

EVAN S. GAINES

cc: Christina Tillman, Esq.

EXHIBIT F



Miriam Schimmel <miriam@gaineslawfirm.com>

Welch v First Light - FW: Thank you for your Amended PAGA Claim Notice Submission.

1 message

Beatriz Franco <betty@gaineslawfirm.com>

Wed, Mar 17, 2021 at 11:17 AM

To: Attorneys <attorneys@gaineslawfirm.com>

Cc: Carole Thompson <carole@gaineslawfirm.com>, Amelia Booth <amelia@gaineslawfirm.com>, Cheryl Tellerino <cheryl@gaineslawfirm.com>

Welch v First Light Suppl LWDA submitted!

-----Original Message-----

From: FormAssembly <no-reply@formassembly.com> On Behalf Of DIR PAGA Unit

Sent: Wednesday, March 17, 2021 11:17 AM

To: betty@gaineslawfirm.com

Subject: Thank you for your Amended PAGA Claim Notice Submission.

03/17/2021 11:16:42 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim Notice

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.DIR PAGA Unit on behalf of
Labor and Workforce Development AgencyWebsite: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT G



Miriam Schimmel <miriam@gaineslawfirm.com>

FW: Thank you for your Proposed Settlement Submission

1 message

Alex Katofsky <alex@gaineslawfirm.com>
To: Office <office@gaineslawfirm.com>

Thu, May 20, 2021 at 11:26 AM

Welch MPA

Thank you,
Alex P. Katofsky, Esq.Of Counsel,
GAINES & GAINES, APLC
27200 Agoura Road, Suite 101
Calabasas, CA 91301
Mobile (310) 678-1107
Office (818) 703-8985
Facsimile (818) 703-8984
Email alex@gaineslawfirm.com

Beginning Friday, March 20, 2020, and until further notice, our employees are working remotely as a precaution against the novel coronavirus/COVID-19. We respectfully request that you email any documents, briefs, correspondence, etc. rather than serving it via USPS, FedEx, or other delivery service. We would also appreciate it if you could please provide us with a courtesy copy of anything you recently served via mail, overnight mail, or personal service. We also request that you email us rather than call our office. We appreciate your patience and professional courtesy during this time and if you have any questions, please feel free to contact us.

-----Original Message-----

From: FormAssembly <no-reply@formassembly.com> On Behalf Of DIR PAGA Unit
Sent: Thursday, May 20, 2021 11:26 AM
To: alex@gaineslawfirm.com
Subject: Thank you for your Proposed Settlement Submission

05/20/2021 11:25:59 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.DIR PAGA Unit on behalf of
Labor and Workforce Development AgencyWebsite: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT H

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TUOLUMNE**

YVONNE WELCH, on behalf of herself and on
behalf of all similarly situated individuals,

Plaintiff,

v.

FIRST LIGHT RESORTS, LLC, a California
limited liability company, d/b/a WEST CREEK
LODGE and DOES 1 through 10, inclusive,

Defendants.

CASE NO: CV63506

*Assigned for all purposes to the Honorable
Kevin M. Seibert, Department 2*

**NOTICE OF PENDENCY OF CLASS
ACTION SETTLEMENT AND FINAL
HEARING**

Action Filed: December 11, 2020

**YOU MAY BE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.
PLEASE READ THIS NOTICE CAREFULLY.**

A California Court authorized this notice. This is not a solicitation from an attorney.

- Plaintiff Yvonne Welch (“Plaintiff”) and Defendant First Light Resorts, LLC (“Defendant”) have reached a settlement whereby Defendant has agreed to pay the total amount of \$600,000 to settle claims among those persons employed in a non-exempt position at Rush Creek Lodge in Groveland, California between December 11, 2016 and March 16, 2021. The amount of the settlement to be paid to current and former employees will be approximately \$313,000, after accounting for fees, costs and other payments as described in this notice.
- The settlement resolves a lawsuit over whether Defendant failed to provide meal periods, failed to provide rest periods, failed to pay all wages, failed to timely pay wages upon separation of employment, and failed to provide accurate itemized wage statements. It avoids costs and risks to you, Plaintiff and Defendant from continuing the lawsuit; pays money to employees; and releases Defendant from liability from the claims asserted in this lawsuit.
- Attorneys for the employees will ask the Court to award them up to 40% of the Maximum Settlement Amount as attorneys’ fees (\$240,000) and \$10,000 as expenses for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.
- Defendant denies liability and the Parties disagree on how much money could have been awarded if employees won at trial.
- **Your legal rights are affected whether you act or do not act. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If you move, you must notify the Settlement Administrator of your new address.
Exclude Yourself	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Defendant about the legal claims that were brought in this case.
Object	Write to the Court about why you don't like the settlement.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class and representative action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the class/representative group on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On December 11, 2020, Plaintiff Yvonne Welch filed a proposed class and representative lawsuit against Defendant in the Tuolumne County Superior Court, on behalf of herself and all other non-exempt California employees, alleging violations of the California Labor Code (the "Action"). As amended, the Action asserts claims against Defendant for (1) failure to pay all minimum and overtime wages (Labor Code §§ 510, and 1194 and the IWC Wage Orders); (2) failure to provide rest periods or compensation in lieu thereof (Labor Code § 226.7 and the IWC Wage Orders); (3) failure to provide meal periods or compensation in lieu thereof (Labor Code §§ 226.7, 512 and the IWC Wages Orders); (4) failure to provide accurate itemized wage statements (Labor Code § 226); (5) failure to timely pay wages during employment and at the separation of employment (Labor Code §§ 201-203); (6) violation of Business and Professions Code § 17200; and (7) civil penalties pursuant to PAGA for underlying violations of the Labor Code as set forth in the Complaint discussed above, including, but not limited, to Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 510, 512, 558 and 1194. The lawsuit seeks to certify the following class: all persons employed by Defendant in a non-exempt position at Rush Creek Lodge in Groveland, California between December 11, 2016 and March 16, 2021 ("Class Period"). The lawsuit seeks recovery of wages, damages, interest, statutory and civil penalties, attorneys' fees and costs. Defendant denies all of the allegations in the Lawsuit and maintains that it has at all times acted in good faith to comply with the requirements of the California Labor Code

The attorneys for the parties are:

Plaintiff Welch:

Daniel F. Gaines, Esq.
 Alex P. Katofsky, Esq.
 GAINES & GAINES, APLC
 27200 Agoura Road, Suite 101
 Calabasas, CA 91301

Defendant First Light Resorts, LLC

Christina Cusimano Tillman, Esq.
McCormick Barstow LLP
7647 North Fresno Street
Fresno, CA 93720
christina.tillman@mccormickbarstow.com

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff believes she would have prevailed on her claims at a trial. Defendant does not believe that Plaintiff would have won anything from a trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they all avoid the costs, risks, and uncertainty of a trial, and the people affected will get compensation. Plaintiff and Plaintiff's attorneys think the settlement is fair, reasonable and adequate and in the best interests of all class members. Defendant denies any wrongdoing but believes the settlement makes sense, as a business decision, to avoid the uncertainty of trial and to return its attention to its ongoing business operations.

B. Who is in the Settlement Class?

The Settlement encompasses the following class: all persons employed by Defendant in a non-exempt position at Rush Creek Lodge in Groveland, California between December 11, 2016 and March 16, 2021 (the "Settlement Class").

C. What does the Settlement provide?

1. Maximum Settlement Amount.

Defendant will pay \$600,000 (the "Maximum Settlement Amount") to settle the lawsuit, in two equal payments approximately six months apart (the first half to be paid and disbursed to Class Members in ___, 2021 and the second half to be paid and disbursed to Class Members in ___, 2021, although these dates are subject to change).

The following sums will be paid from the Maximum Settlement Amount: (1) \$15,000 to the California Labor and Workforce Development Agency (the "LWDA"); (2) the fees of Plaintiff's attorneys in an amount set by the Court not to exceed 40% of the Maximum Settlement Amount (\$240,000) and Plaintiff's attorneys' documented litigation costs in an amount set by the Court not to exceed \$10,000; (3) a service payment, set by the Court, to the Plaintiff, not to exceed \$12,000 for her service in the lawsuit; and (4) a reasonable amount set by the Court to the settlement administrator for administering the settlement, not to exceed \$10,000. The amount of the Maximum Settlement Amount remaining after these payments is the "Net Settlement Proceeds."

2. Individual Payment Amount.

Your share of the Net Settlement Proceeds will be determined by the formula detailed in section E below.

D. What are you giving up to get a payment or stay in the Class?

Upon the Effective Date, and subject to Defendant's full payment of the Maximum Settlement Amount and related employer-side taxes, Plaintiff and all Class Members who do not timely opt-out of the Settlement will be deemed to have fully released and discharged Defendant and any and all of its officers, owners, directors, shareholders, members, partners, principals, agents, employees, insurers, accountants, attorneys, spouses, heirs, parents, subsidiaries, affiliates, successors, and predecessors ("Released Parties") from any and all claims alleged in the Action, or which could have been alleged based on the facts set forth in the operative complaint, during all periods of time they were employed in a non-exempt position at Defendant's Rush Creek Lodge in Groveland, California during the Release Period (December 11, 2016 through [preliminary approval date]).

E. How is my share of the Settlement calculated?

Each participating claimant (those who do not opt out of the Settlement) shall receive an Individual Payment Amount, which is a share of the Net Settlement Proceeds (Net Settlement Proceeds are calculated by deducting attorneys' fees and costs, claims administration costs, any service payment to the Plaintiff/Class Representative, and the LWDA's share of the PAGA penalty payment from the Maximum Settlement Amount). Your share of the Net Settlement Proceeds, and the share of each Class Member, is the "Individual Payment Amount."

The Individual Payment Amounts will be calculated by dividing the Net Settlement Proceeds by the total pay periods worked by all participating Class Members during all periods of time they were employed in a non-exempt position at Defendant's Rush Creek Lodge in Groveland, California during the Release Period, which will yield the pay period rate. The pay period rate shall be multiplied by the number of pay periods each individual participating Class Member was employed in a non-exempt position at Defendant's Rush Creek Lodge in Groveland, California during the Release Period to yield their Individual Payment Amount. Each Class Member who does not opt out of the Settlement shall be paid an Individual Payment Amount. All pay period calculations herein shall be made by reference to Class Members' hire and termination dates and payroll data contained in the records kept by Defendant in the ordinary course of business during the applicable time periods.

For tax purposes, each Individual Payment Amount will be apportioned (a) 33-1/3% to wages (reported on an IRS Form W-2 and subject to applicable withholdings/taxes); (b) 33-1/3% to penalties (reported on an IRS Form 1099, if required); and (c) 33-1/3% to interest (reported on an IRS Form 1099, if required). All Individual Payment Amounts paid to Class Members will be subject to any applicable employee-side payroll taxes, wage garnishments, liens, or other legally mandated treatment as required by law.

According to the records of Defendant, you worked [_____] pay periods while employed in a non-exempt position at Defendant's Rush Creek Lodge in Groveland, California between December 11, 2016 and [preliminary approval date]. Based on these pay periods worked, you are entitled to an Individual Payment Amount of approximately \$[_____]. This amount is subject to change based on the final ruling of the Court.

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than _____, 2021. In the event of a dispute, the Settlement Administrator will resolve the challenge with your input and any evidence submitted by Defendant. The Court may further review and resolve any disputes upon request.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the “Final Settlement Hearing”) on _____, 2021, at _____ a.m., in Department 2, Judge Laura Krieg presiding, of the Tuolumne County Superior Court, located at 41 West Yaney Avenue, Sonora, California 95370. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; (iv) the amount of the attorneys’ fees and costs to be awarded to Plaintiff’s attorneys; and (v) the amount that should be awarded to Plaintiff as a service payment. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE ATTORNEYS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than [45 days after mailing]. The Settlement Administrator’s address is [Settlement Administrator address].

- **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement by completely filling out the enclosed Objection to Settlement Form and mailing it to the Settlement Administrator at the address indicated on the form. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. However, as long as your written objection is received by the Settlement Administrator sufficiently in advance of the Final Settlement Hearing, it will be considered by the Court even if you do not appear.

- **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement. You will not be bound by a judgment in this case and you will have the right to file your own lawsuit against Defendant and pursue your own claims in a separate suit. You can opt out of the Settlement Class by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at the above-stated address, such that it is postmarked no later than _____ [45 days after mailing].

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed “Settlement Agreement and Release of Claims” which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Tuolumne County Superior Court, located at 41 West Yaney Avenue, Sonora, California 95370.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [address], [telephone number] or Plaintiff’s attorneys, Gaines & Gaines, APLC, at 866-550-0855. Please refer to the First Light Resorts Class Action Settlement.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

**BY ORDER OF THE SUPERIOR COURT OF
THE STATE OF CALIFORNIA**

EXHIBIT I

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TUOLUMNE**

Style Definition: Normal

YVONNE WELCH, on behalf of herself and on
behalf of all similarly situated individuals,

Plaintiff,

v.

FIRST LIGHT RESORTS, LLC, a California
limited liability company, d/b/a WEST CREEK
LODGE and DOES 1 through 10, inclusive,

Defendants.

CASE NO: CV63506

*Assigned for all purposes to the Honorable
Kevin M. Seibert, Department 2*

**NOTICE OF PENDENCY OF CLASS
ACTION SETTLEMENT AND FINAL
HEARING**

Action Filed: December 11, 2020

**YOU MAY BE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.
PLEASE READ THIS NOTICE CAREFULLY.**

A California Court authorized this notice. This is not a solicitation from an attorney.

- Plaintiff Yvonne Welch (“Plaintiff”) and Defendant First Light Resorts, LLC (“Defendant”) have reached a settlement whereby Defendant has agreed to pay the total amount of \$600,000 to settle claims among those persons employed in a non-exempt position at Rush Creek Lodge in Groveland, California between December 11, 2016 and March 16, 2021. The amount of the settlement to be paid to current and former employees will be approximately \$313,000, after accounting for fees, costs and other payments as described in this notice.
- The settlement resolves a lawsuit over whether Defendant failed to provide meal periods, failed to provide rest periods, failed to pay all wages, failed to timely pay wages upon separation of employment, and failed to provide accurate itemized wage statements. It avoids costs and risks to you, Plaintiff and Defendant from continuing the lawsuit; pays money to employees; and releases Defendant from liability from the claims asserted in this lawsuit.
- Attorneys for the employees will ask the Court to award them up to 40% of the Maximum Settlement Amount as attorneys’ fees (\$240,000) and \$10,000 as expenses for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.
- Defendant denies liability and the Parties disagree on how much money could have been awarded if employees won at trial.
- **Your legal rights are affected whether you act or do not act. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If you move, you must notify the Settlement Administrator of your new address.
Exclude Yourself	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Defendant about the legal claims that were brought in this case.
Object	Write to the Court about why you don't like the settlement.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class and representative action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the class/representative group on whose behalf this class action lawsuit has been brought.

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WHAT IS THIS LAWSUIT ABOUT?

On December 11, 2020, Plaintiff Yvonne Welch filed a proposed class and representative lawsuit against Defendant in the Tuolumne County Superior Court, on behalf of herself and all other non-exempt California employees, alleging violations of the California Labor Code (the "Action"). As amended, the Action asserts claims against Defendant for (1) failure to pay all minimum and overtime wages (Labor Code §§ 510, and 1194 and the IWC Wage Orders); (2) failure to provide rest periods or compensation in lieu thereof (Labor Code § 226.7 and the IWC Wage Orders); (3) failure to provide meal periods or compensation in lieu thereof (Labor Code §§ 226.7, 512 and the IWC Wages Orders); (4) failure to provide accurate itemized wage statements (Labor Code § 226); (5) failure to timely pay wages during employment and at the separation of employment (Labor Code §§ 201-203); (6) violation of Business and Professions Code § 17200; and (7) civil penalties pursuant to PAGA for underlying violations of the Labor Code as set forth in the Complaint discussed above, including, but not limited, to Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 510, 512, 558 and 1194. The lawsuit seeks to certify the following class: all persons employed by Defendant in a non-exempt position at Rush Creek Lodge in Groveland, California between December 11, 2016 and March 16, 2021 ("Class Period"). The lawsuit seeks recovery of wages, damages, interest, statutory and civil penalties, attorneys' fees and costs. Defendant denies all of the allegations in the Lawsuit and maintains that it has at all times acted in good faith to comply with the requirements of the California Labor Code

The attorneys for the parties are:

Plaintiff Welch:

Daniel F. Gaines, Esq.

Alex P. Katofsky, Esq.
GAINES & GAINES, APLC
27200 Agoura Road, Suite 101
Calabasas, CA 91301
attorneys@gaineslawfirm.com
(866) 550-0855

Defendant First Light Resorts, LLC

Christina Cusimano Tillman, Esq.
McCormick Barstow LLP
7647 North Fresno Street
Fresno, CA 93720
christina.tillman@mccormickbarstow.com

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff believes she would have prevailed on her claims at a trial. Defendant does not believe that Plaintiff would have won anything from a trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they all avoid the costs, risks, and uncertainty of a trial, and the people affected will get compensation. Plaintiff and Plaintiff's attorneys think the settlement is fair, reasonable and adequate and in the best interests of all class members. Defendant denies any wrongdoing but believes the settlement makes sense, as a business decision, to avoid the uncertainty of trial and to return its attention to its ongoing business operations.

B. Who is in the Settlement Class?

The Settlement encompasses the following class: all persons employed by Defendant in a non-exempt position at Rush Creek Lodge in Groveland, California between December 11, 2016 and March 16, 2021 (the "Settlement Class").

C. What does the Settlement provide?

1. Maximum Settlement Amount.

Defendant will pay \$600,000 (the "Maximum Settlement Amount") to settle the lawsuit, in two equal payments approximately six months apart (the first half to be paid and disbursed to Class Members in ___, 2021 and the second half to be paid and disbursed to Class Members in ___, 2021, although these dates are subject to change).

The following sums will be paid from the Maximum Settlement Amount: (1) \$15,000 to the California Labor and Workforce Development Agency (the "LWDA"); (2) the fees of Plaintiff's attorneys in an amount set by the Court not to exceed 40% of the Maximum Settlement Amount (\$240,000) and Plaintiff's attorneys' documented litigation costs in an amount set by the Court not to exceed \$10,000; (3) a service payment, set by the Court, to the Plaintiff, not to exceed \$12,000 for her service in the lawsuit; and (4) a reasonable amount set by the Court to the settlement administrator for

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administering the settlement, not to exceed \$10,000. The amount of the Maximum Settlement Amount remaining after these payments is the “Net Settlement Proceeds.”

2. Individual Payment Amount.

Your share of the Net Settlement Proceeds will be determined by the formula detailed in section E below.

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D. What are you giving up to get a payment or stay in the Class?

Upon the Effective Date, and subject to Defendant’s full payment of the Maximum Settlement Amount and related employer-side taxes, Plaintiff and all Class Members who do not timely opt-out of the Settlement will be deemed to have fully released and discharged Defendant and any and all of its officers, owners, directors, shareholders, members, partners, principals, agents, employees, insurers, accountants, attorneys, spouses, heirs, parents, subsidiaries, affiliates, successors, and predecessors (“Released Parties”) from any and all claims alleged in the Action, or which could have been alleged based on the facts set forth in the operative complaint, during all periods of time they were employed in a non-exempt position at Defendant’s Rush Creek Lodge in Groveland, California during the Release Period (December 11, 2016 through [preliminary approval date]).

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E. How is my share of the Settlement calculated?

Each participating claimant (those who do not opt out of the Settlement) shall receive an Individual Payment Amount, which is a share of the Net Settlement Proceeds (Net Settlement Proceeds are calculated by deducting attorneys’ fees and costs, claims administration costs, any service payment to the Plaintiff/Class Representative, and the LWDA’s share of the PAGA penalty payment from the Maximum Settlement Amount). Your share of the Net Settlement Proceeds, and the share of each Class Member, is the “Individual Payment Amount.”

The Individual Payment Amounts will be calculated by dividing the Net Settlement Proceeds by the total pay periods worked by all participating Class Members during all periods of time they were employed in a non-exempt position at Defendant’s Rush Creek Lodge in Groveland, California during the Release Period, which will yield the pay period rate. The pay period rate shall be multiplied by the number of pay periods each individual participating Class Member was employed in a non-exempt position at Defendant’s Rush Creek Lodge in Groveland, California during the Release Period to yield their Individual Payment Amount. Each Class Member who does not opt out of the Settlement shall be paid an Individual Payment Amount. All pay period calculations herein shall be made by reference to Class Members’ hire and termination dates and payroll data contained in the records kept by Defendant in the ordinary course of business during the applicable time periods.

For tax purposes, each Individual Payment Amount will be apportioned (a) 33-1/3% to wages (reported on an IRS Form W-2 and subject to applicable withholdings/taxes); (b) 33-1/3% to penalties (reported on an IRS Form 1099, if required); and (c) 33-1/3% to interest (reported on an IRS Form 1099, if required). All Individual Payment Amounts paid to Class Members will be subject to any applicable employee-side payroll taxes, wage garnishments, liens, or other legally mandated treatment as required by law.

According to the records of Defendant, you worked [_____] pay periods while employed in a non-exempt position at Defendant’s Rush Creek Lodge in Groveland, California between

December 11, 2016 and [preliminary approval date]. Based on these pay periods worked, you are entitled to an Individual Payment Amount of approximately \$[_____]. This amount is subject to change based on the final ruling of the Court.

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than _____, 2020-2021. In the event of a dispute, the Settlement Administrator will resolve the challenge with your input from any evidence submitted by Defendant and will make a final. The Court may further review and binding determination without a hearing or right of appeal by you resolve any disputes upon request.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the "Final Settlement Hearing") on _____, 2021, at _____ a.m., in Department 2, Judge [Kevin M. Seibert](#) [Laura Krieg](#) presiding, of the Tuolumne County Superior Court, located at [41 West Yaney Avenue, Sonora, California 95370](#). The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; (iv) the amount of the attorneys' fees and costs to be awarded to Plaintiff's attorneys; and (v) the amount that should be awarded to Plaintiff as a service payment. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

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WHAT ARE YOUR OPTIONS?

• OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. **YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE ATTORNEYS IN THIS CASE.** If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than [45 days after mailing]. The Settlement Administrator's address is [Settlement Administrator address].

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• OPTION 2 – OBJECT TO THE SETTLEMENT

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing. ~~If you object in writing, you~~ by completely filling out the enclosed [Objection to Settlement Form](#) and mailing it to the [Settlement Administrator at the address indicated on the form](#). You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. ~~All~~ However, as long as your written ~~objections, supporting papers, and/or~~

~~notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to~~ objection is received by the Settlement Administrator at [sufficiently in advance of the Final Settlement Administrator address]. ~~Objections must be postmarked no later than [45 days after mailing].~~ Hearing, it will be considered by the Court even if you do not appear.

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- **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

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You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement. You will not be bound by a judgment in this case and you will have the right to file your own lawsuit against Defendant and pursue your own claims in a separate suit. You can opt out of the Settlement Class by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at the above-stated address, such that it is postmarked no later than _____ [45 days after mailing].

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed “Settlement Agreement and Release of Claims” which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Tuolumne County Superior Court, located at [41 West Yaney Avenue, Sonora, California 95370.](#)

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [address], [telephone number] or Plaintiff’s attorneys, Gaines & Gaines, APLC, at 866-550-0855. Please refer to the First Light Resorts Class Action Settlement.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

**BY ORDER OF THE SUPERIOR COURT OF
THE STATE OF CALIFORNIA**

EXHIBIT J

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Welch v First Light Resorts

Requesting Attorneys Name:

Miriam Schimmel

E-Mail:

miriam@gaineslawfirm.com

ILYM Contact:

Sean Hartranft

E-Mail:

Sean@ilymgroupclassaction.com

Contact Number:

949.690.2564

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	650
Estimated Mail Returned as Undeliverable	20%
NCOA	Yes
Static Website	Yes
Case Duration (Year(s))	2

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	3	\$450.00
Programming of Class Database	Hourly	\$175.00	3	\$525.00
Subtotal				\$975.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	10	\$1,200.00
Staff Hours for Processing Opt-Outs, Disputes & Objections	Hourly	\$70.00	3	\$210.00
Report Processing	Hourly	\$70.00	6	\$420.00
NCOA	Flat Rate	\$150.00	1	\$150.00
Toll Free Customer Service Representative	Flat Rate	\$225.00	1	\$225.00
Weekly Reports	Flat Rate	\$750.00	1	Waived
Subtotal				\$2,205.00

NOTIFICATION/MAILING				
Fulfillment of Notice	Per Piece	\$1.50	650	\$975.00
USPS First Class Postage	Per Piece	\$0.55	650	\$357.50
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	130	\$260.00
Storage, Photocopies, Deliveries	Flat Fee	\$300.00	1	\$300.00
Subtotal				\$1,892.50

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	10	\$1,500.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	10	\$1,250.00
Check Stub & Release - Print & Mail (W-2/1099)	Per Check	\$1.25	650	\$812.50
USPS First Class 1oz Postage	Per Piece	\$0.55	650	\$357.50
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.80	65	\$117.00
Check Stub & Release - Print & Mail (W-2/1099)	Per Check	\$1.25	75	\$93.75
USPS First Class 1oz Postage	Per Piece	\$0.55	75	\$41.25
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.80	8	\$13.50
Reminder Postcard, Includes Postage	Per Piece	\$0.90	23	\$20.25
Preparation of Taxes	Hourly	\$120.00	22	\$2,640.00
Annual Filing of Tax Return	Per Year	\$1,250.00	2	\$2,500.00

*Additional Bank fees may apply

Subtotal \$9,345.75

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	8	\$800.00
Project Manager Final Reporting	Hourly	\$120.00	8	\$960.00
Declaration	Hourly	\$125.00	4	\$500.00

Subtotal \$2,260.00

TOTAL CASE ESTIMATE: \$16,678.25

CASE ESTIMATE INCLUDING CERTIFIED SPANISH TRANSLATION: \$18,578.25

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates. If a notice or disbursement are returned as undeliverable, ILYM will make all reasonable efforts to locate an updated addresses, including using skip-tracing, NCOA and online searches.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintains reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT K

OBJECTION TO SETTLEMENT

*Welch v. First Light Resorts, LLC, et al. Class Action Litigation
Tuolumne County Superior Court Case Number CV 63506*

I wish to remain a Settlement Class Member, but I object to the proposed settlement for the following reason(s) which I request that the Court consider at the Final Settlement Hearing. (If more space is needed, or if you wish to provide any supporting papers, please attach them to this request):

Date: _____

Signature: _____

Print Name: _____

Residence Street Address: _____

City, State and Zip Code: _____

Last Four Digits of Social Security Number: _____

In order for this form to be valid, it must be completed, dated, signed, and delivered to the Settlement Administrator prior to the Final Settlement Hearing at the following address:

First Light Resorts Administrator
c/o ILYM Group, Inc.

The suggested response date to the Settlement Administrator is (15 days prior to hearing date) in order to ensure your written objection is considered. However, you may also present your objection by appearing in person at the Final Settlement Hearing. The Final Settlement Hearing will be on _____, 2021 at ____ a.m., in Department 2 of the Tuolumne County Superior Court, located at 41 West Yaney Avenue, Sonora, California 95370, Judge Krieg presiding.

If you intend to appear in person at the hearing, please check here: ____