

STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

IT IS HEREBY STIPULATED by and between Plaintiff Antonio Camacho (“Plaintiff”), on behalf of himself and others similarly situated, on the one hand, and Defendant Bel-Air Country Club (“Defendant”), on the other hand, and subject to the approval of the Court, that the Lawsuit is hereby being compromised and settled pursuant to the terms and conditions set forth in this Stipulation of Class and Representative Action Settlement (“Settlement Agreement”) and that the Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as set forth below, subject to the definitions, recitals and terms set forth herein which by reference become an integral part of this Settlement Agreement.

DEFINITIONS

1. “Administration Costs” means fees and costs of settlement administration services rendered in administering the settlement.

2. “Attorneys’ Fees and Costs” means the amount the Court authorizes to be paid to Class Counsel for attorneys’ fees, not to exceed 35 percent of the Gross Settlement Amount or two hundred seventy-six thousand and five hundred dollars (\$276,500.00), and litigation costs incurred in connection with the Lawsuit, not to exceed twenty thousand dollars and zero cents (\$20,000.00), paid from the Gross Settlement Amount.

3. “Class Counsel” means CounselOne, P.C.

4. “Class” or “Class Member(s)” means all current and former hourly-paid or non-exempt employees who worked for Defendant and/or its predecessor or merged entities, within the State of California during the Class Period.

5. “Class List” means a list of contact information, compiled by Defendant based on its records, containing the following information for each Class Member: full name, last-known mailing address, last-known telephone number, Social Security number, number of Workweeks Class Members were employed during the Class Period, along with the start and end dates of employment in an hourly-paid or non-exempt position in California during the Class Period.

6. “Class Notice” means the document to be sent via first class U.S. mail to the Class following Preliminary Approval, in substantially the form that is attached hereto as “**EXHIBIT 1,**”

1 or otherwise approved by the Court, which will notify Class Members of the settlement, explain the
2 basic terms of this Settlement Agreement, and inform Class Members of their options with regard
3 to the settlement.

4 7. "Class Period" means the period beginning on January 04, 2017 and ending on
5 February 22, 2022.

6 8. "Court" means the Superior Court for the State of California, County of Los Angeles.

7 9. "Defendant" means Bel-Air Country Club.

8 10. "Defendant's Counsel" means Lewis Brisbois Bisgaard & Smith, LLP.

9 11. "Effective Date" will be the date of entry of the Final Approval Order and Judgment
10 if no objections to the settlement are filed. If objections are filed and overruled or withdrawn, and
11 no appeal is taken, then the Effective Date will be sixty-five (65) calendar days after the entry of the
12 Final Approval Order and Judgment. If an appeal is taken from the Court's overruling of objections
13 to the settlement, then the Effective Date will be twenty (20) calendar days after the appeal is
14 dismissed or after an appellate decision affirming the Final Approval Order and Judgment becomes
15 final.

16 12. "Enhancement Payment" means the amount that the Court authorizes to be paid to
17 Plaintiff, in addition to his Individual Settlement Payment, in recognition of his efforts and risks in
18 assisting with the prosecution of the Lawsuit and in exchange for his executing a wage-and-hour
19 individual release of Defendant, paid from the Gross Settlement Amount.

20 13. "Final Approval Hearing" means the hearing following Preliminary Approval and
21 distribution of the Class Notice to the Class, during which the Court will determine whether to fully
22 and finally approve the fairness and reasonableness of the settlement, and during which Plaintiff
23 will request that the Court enter the Final Approval Order and Judgment, approve and award
24 Attorneys' Fees and Costs, Enhancement Payment, Individual Settlement Payments, Administration
25 Costs, and LWDA Payment, and take other appropriate or necessary action as described herein.

26 14. "Final Approval Hearing Date" means the date of the Final Approval Hearing.

27 15. "Final Approval Order and Judgment" means the order or orders entered by the Court
28 that, *inter alia*, finally approve(s) this Settlement Agreement, disposes of all issues raised in the

1 Lawsuit by way of judgment in conformity with California Rules of Court 3.769, and awards and
2 orders the payment of all required amounts pursuant to the terms of this Settlement Agreement.

3 16. “Gross Settlement Amount” or “GSA” means the maximum total payment of seven
4 hundred and ninety thousand dollars and zero cents (\$790,000.00) payable by Defendant under this
5 Settlement Agreement, inclusive of all Individual Settlement Payments, Attorneys’ Fees and Costs,
6 Administration Costs, Enhancement Payment to Plaintiff, and the LWDA Payment. The Gross
7 Settlement Amount is non-reversionary, subject to increase pursuant to Paragraph 56, and exclusive
8 of employer-side payroll taxes which shall be paid separately.

9 17. “Individual Settlement Share(s)” means a Settlement Class Member’s *pro rata* share
10 of the Net Settlement Amount, which is to be determined in conformity with Paragraph 50(e), which
11 is inclusive of the employee-side payroll taxes, contributions, and withholdings with respect to the
12 wages portion of the Individual Settlement Shares (“Employee Taxes”). The net payment of each
13 Settlement Class Member’s Individual Settlement Shares (after reduction for Employee Taxes), and
14 PAGA Group Member’s individual PAGA payment (if applicable) is referred to as his or her
15 “Individual Settlement Payment.”

16 18. “Lawsuit” means the action entitled *Antonio Camacho, et al. v. Bel-Air Country*
17 *Club, et al.*, the operative First Amended Complaint filed on or about March 10, 2021 in the Los
18 Angeles County Superior Court and assigned case number 21STCV07052.

19 19. “LWDA Payment” means seventy-five (75%) of the PAGA Total Payment (*i.e.*,
20 sixty-thousand dollars and zero cents [\$60,000.00]) to be paid to the California Labor and
21 Workforce Development Agency (“LWDA”), and approved by the Court pursuant to Labor Code
22 section 2699. Class Counsel shall give timely notice of the settlement to the LWDA under Labor
23 Code section 2699(1)(2).

24 20. “Net Settlement Amount” or “NSA” means the portion of the Gross Settlement
25 Amount that is available for distribution to Settlement Class Members, which will be the Gross
26 Settlement Amount less the amounts awarded for Attorneys’ Fees and Costs, Enhancement
27 Payment, PAGA Payment, and Administration Costs.

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1 21. “Notice Plan” means the plan for the provision of notice to all Class Members under
2 this Settlement Agreement.

3 22. “Operative Complaint” means the First Amended Complaint filed by Plaintiff on or
4 about March 10, 2021 in Los Angeles County Superior Court.

5 23. “PAGA Group” or “PAGA Group Members” mean all Class Members, whether or
6 not they submit a request for exclusion from the Settlement Class, employed by Defendant during
7 the PAGA Period.

8 24. “PAGA Group Members’ Released Claims” means claims for penalties under the
9 PAGA (codified in California Labor Code §§ 2698, *et seq.*), during the PAGA Period, for claims
10 asserted or that could have been asserted based on the facts alleged in Plaintiff’s letter to the LWDA.

11 25. “PAGA Period” means the period beginning on January 4, 2020 and ending on
12 February 22, 2022.

13 26. “PAGA Pro Rata Payment” means the twenty-five percent (25%) of the PAGA Total
14 Payment (*i.e.*, twenty-thousand dollars and zero cents [\$20,000.00]) paid to the Class Members
15 employed during the PAGA Period (“PAGA Group Members”) on *pro rata* basis in conformity with
16 Paragraph 44(d).

17 27. “PAGA Total Payment” means the payment of penalties pursuant to California Labor
18 Code sections 2968, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”), that
19 is to be approved by the Court pursuant to Labor Code section 2699 and that the Parties have agreed
20 is a reasonable sum to be paid in settlement of the PAGA claims encompassed by the underlying
21 allegations in the Lawsuit, which is eighty-thousand dollars and zero cents (\$80,000.00).

22 28. “Pay Period(s)” means pay periods the PAGA Period during which, based on
23 Defendant’s records, PAGA Group Members were actively employed by Defendant and worked
24 during at least a portion of such Pay Period in an hourly-paid or non-exempt position with Defendant
25 in California.

26 29. “Parties” means Plaintiff, individually and on behalf of all Class Members and
27 PAGA Group Members, and Defendant, who are individually referred to as “Party.”

28 30. “Plaintiff” or “Class Representative” means Antonio Camacho.

1 31. “Plaintiff’s Released Claims” means that, in addition to the Settlement Class
2 Members’ Released Claims and PAGA Group Members’ Released Claims, in exchange for the
3 consideration recited in this Settlement Agreement, including but not limited to the Enhancement
4 Payment, Plaintiff, individually, releases, acquits, discharges, and covenants not to sue Defendant
5 and any of the Released Parties for i) any wage-and-hour claims that were pled in the Lawsuit or
6 that could have been pled based on the facts alleged therein; or ii) claims arising under any
7 applicable state and local wage and hour statutes, whether known or unknown, which Plaintiff has
8 ever had, or hereafter may claim to have, arising during the Class Period, but excluding any and all
9 claims alleged or that could have been alleged based on federal and state wrongful termination,
10 retaliation, Fair Employment and Housing Act, discrimination, harassment, disability, and/or
11 infliction of emotional distress statutes or common law theories of recovery arising from Plaintiff’s
12 employment with Defendant. The specific terms and details of which are set forth in Paragraph 48.

13 32. “Preliminary Approval Order” means the order to be entered by the Court that
14 preliminarily approves the terms and conditions of this Settlement Agreement, including the content
15 of the Class Notice and Notice Plan, and sets a Final Approval Hearing.

16 33. “Released Parties” means Defendant Bel-Air Country Club, and its former and
17 present parents, officers, directors, shareholders, employees, agents, attorneys, subsidiaries,
18 divisions, assigns, predecessors, successors, insurers, and all their respective successors,
19 subsidiaries, assigns, or legal representatives.

20 34. “Response Deadline” means the last date on which Class Members may submit an
21 opt-out/request for exclusion or object to the settlement which shall be the later of either forty-five
22 (45) days after the Settlement Administrator mails the original Class Notice to Class Members or
23 thirty (30) days after the Settlement Administrator re-mails any notice which was returned to the
24 Settlement Administrator .

25 35. “Settlement Administrator” means CPT Group, Inc., the neutral third-party
26 administrator mutually agreed upon by the Parties, subject to approval by the Court.

27 36. “Settlement Class” or “Settlement Class Members” means Class Members who have
28 not submitted a timely and valid Request for Exclusion/Opt-Out pursuant to Paragraph 57.

37. “Settlement Class Members’ Released Claims” means all claims, during the Class Period, alleged in the operative complaint in the Lawsuit, or that could have been asserted based on the facts alleged by Plaintiff in the Operative Complaint in the Lawsuit for: (1) failure to pay minimum wages; (2) failure to pay all overtime wages; (3) non-compliant meal periods and/or failure to make premium payments thereon; (4) non-compliant rest breaks and/or failure to make premium payments thereon; (5) failure to provide accurate itemized wage statements; (6) failure to pay all wages in a timely manner during employment and upon separation; (7) failure to keep accurate and complete payroll records; and (8) violation of California’s unfair business practices laws based on the alleged failures set forth in (1) through (7) above. This release excludes the release of claims not permitted by law. The specific terms and details of the release are set forth in Paragraph 47.

38. “Workweek(s)” means a seven-day work week during the Class Period during which, based on Defendant’s records, Class Members were actively employed by Defendant and worked during at least a portion of such Workweek in an hourly-paid or non-exempt position with Defendant in California.

RECITALS

39. **Procedural History.** Plaintiff filed his complaint in the Los Angeles County Superior Court alleging: (1) failure to pay minimum wages pursuant to Labor Code §§ 1194, 1197, and 1197.1 and the Industrial Welfare Commission (“IWC”) Wage Orders; (2) failure to pay overtime wages pursuant to Labor Code §§ 510 and 1198 and the IWC Wage Orders; (3) failure to provide compliant meal periods and/or pay premiums owed thereon in violation of Labor Code §§ 226.7 and 512(a) and the IWC Wage Orders; (4) failure to provide compliant rest breaks and/or pay premiums owed thereon in violation of Labor Code § 226.7 and the IWC Wage Orders; (5) failure to provide accurate and compliant itemized wage statements in violation of Labor Code § 226(a) and the IWC Wage Orders; (6) failure to pay all wages owed timely during employment and upon separation in violation of Labor Code §§ 201-204 and the IWC Wage Orders; (7) failure to maintain requisite payroll records in violation of Labor Code § 1174(d) and the IWC Wage Orders; (8)

violations of California Business and Professions Code §§ 17200, *et seq.*; and (9) violation of the Private Attorneys General Act of 2004 (“PAGA”), codified in Labor Code §§ 2698, *et seq.*

40. **Pre-Filing PAGA Notice.** Plaintiff’s counsel provided pre-filing written notice to the LWDA and by certified mail to Defendant of the above-identified allegations on behalf of Plaintiff and similarly situated aggrieved employees in accord with the PAGA, California Labor Code §§ 2698, *et seq.*

41. **Discovery and Investigation.** Plaintiff’s attorneys began their investigation into the at-issue allegations well in advance of filing the complaint and engaged in extensive discovery and investigation after filing the complaint and such was sufficient to allow the Parties to evaluate the case prior to settlement. For example, Class Counsel requested production of and reviewed key information and documents such as the number of putative class members and aggrieved employees, relevant wage and hour policies, time and payroll records, rates of pay, among other things. Class Counsel analyzed time and payroll records and interviewed Class Members to determine violation rates. The Parties met and conferred at length regarding the information and documents produced.

42. **Mediation.** After having performed extensive investigation and analysis of the legal and factual issues and risks, the Parties participated in a full-day mediation session with an experienced neutral, Steven J. Rottman, Esq, in an attempt to resolve the Lawsuit. The settlement discussions were conducted at arm’s-length. As a result of the mediation sessions, and the extensive discussions and conferences, and pursuant to a mediator’s proposal, the Parties came to agreement on all material terms of this settlement.

43. **Benefits of Settlement.** Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has also taken into account the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Lawsuit, both generally and in response to Defendant’s defenses thereto, and the difficulties in establishing damages for Class Members. Plaintiff and Class Counsel have also taken into account the extensive settlement negotiations conducted. Based on the foregoing, Plaintiff and Class Counsel

1 have determined that the settlement set forth herein is a fair, adequate and reasonable settlement,
2 and is in the best interests of Class Members and PAGA Group Members.

3 44. **Defendant's Reasons for Settlement and Non-Admission.** Defendant has
4 concluded that any further defense of this litigation would be protracted and expensive for all
5 Parties. Substantial amounts of time and resources of Defendant have and, unless this settlement is
6 made, will continue to be devoted to the defense of the claims asserted by Plaintiff, Class Members,
7 and PAGA Group Members. Defendant has also taken into account the risks of further litigation in
8 reaching its decision to enter into this Settlement Agreement. Despite continuing to contend that it
9 is not liable for any of the claims set forth by Plaintiff, Defendant has, nonetheless, agreed to settle
10 in the manner and upon the terms set forth in this Settlement Agreement to put to rest the claims as
11 set forth in the Lawsuit. Defendant denies Plaintiff's allegations and the merit of Plaintiff's
12 Released Claims, Settlement Class Members' Released Claims, and PAGA Group Members'
13 Released Claims and further contends that Plaintiff's claims do not give rise to liability, damages or
14 penalties. This settlement is a compromise of disputed claims.

15 45. **This Settlement is Fair, Adequate and Reasonable.** The Parties believe this
16 settlement is a fair, adequate, and reasonable settlement of this Lawsuit and have arrived at this
17 settlement after extensive arms-length negotiations, taking into account all relevant factors, present
18 and potential. In addition, the mediator may, at his discretion, execute a declaration supporting the
19 settlement and the reasonableness of this settlement, and the Court, may in its discretion, contact the
20 mediator to discuss the settlement and whether or not the settlement is fair and reasonable.

21 **TERMS AND CONDITIONS**

22 **NOW, THEREFORE**, in consideration of the Recitals listed above and the promises and
23 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of
24 the consideration and undertakings set herein, the Plaintiff, individually and on behalf of others
25 similarly situated, on the one hand, and Defendant, on the other hand, agree that the Lawsuit shall
26 be, and is finally and fully compromised and settled on the following terms and conditions, subject
27 to Court approval:

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1 46. **Non-Admission of Liability.** This Settlement Agreement represents a compromise
2 and settlement of highly disputed claims. Defendant denies each and all of the claims alleged by
3 Plaintiff in the Lawsuit. The Parties enter into this Settlement Agreement to resolve the Lawsuit and
4 to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement
5 Agreement, Defendant does not admit, and generally and specifically denies, that it has: violated
6 any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any
7 statute or any other applicable laws, regulations or legal requirements; violated or breached any
8 duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
9 respect to its employees, the Class, and/or PAGA Group Members. Neither this Settlement
10 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall
11 be construed as an admission or concession by Defendant of any such violation(s) or failure(s) to
12 comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this
13 Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered
14 or received as evidence in any action or proceeding to establish any liability or admission on the
15 part of Defendant or to establish the existence of any condition constituting a violation of, or a
16 noncompliance with, federal, state, local or other applicable law. In addition, as set forth herein, the
17 Parties intend this settlement to be contingent upon the Preliminary Approval and Final Approval
18 of this Settlement Agreement; and the Parties do not waive, and instead expressly reserve, their
19 respective rights to prosecute and defend the Lawsuit as if this Settlement Agreement never existed
20 in the event the settlement is not finally approved as set forth herein.

21 47. **Release of Claims.** As of the date Defendant funds the settlement, Plaintiff and all
22 Class Members who did not submit valid requests for exclusion from the settlement and for the
23 Class Period, will finally and forever release and discharge Defendant Bel-Air Country Club, and
24 its former and present parents, officers, directors, shareholders, employees, agents, attorneys,
25 subsidiaries, divisions, assigns, predecessors, successors, insurers, and all of their respective
26 successors, subsidiaries, assigns, or legal representatives (again, the “Released Parties”), from the
27 Settlement Class Members’ Released Claims during the Class Period. The Settlement Class
28 Members’ Released Claims include all wage-and-hour claims alleged in the operative complaint in

1 the Lawsuit, or that could have been asserted in the Lawsuit based on the facts alleged by Plaintiff
2 in the operative complaint during the Class Period. The Settlement Class Members' Released Claims
3 include all claims based on allegations for: (1) failure to pay minimum wages; (2) failure to pay all
4 overtime wages; (3) non-compliant meal periods and/or failure to make premium payments thereon;
5 (4) non-compliant rest breaks and/or failure to make premium payments thereon; (5) failure to
6 provide accurate itemized wage statements; (6) failure to pay all wages in a timely manner during
7 employment and upon separation; (7) failure to keep accurate and complete payroll records; and (8)
8 violation of California's unfair business practices laws based on the alleged failures set forth in (1)
9 through (7) above. The enumeration of these specific statutes shall neither enlarge or narrow the
10 scope of res judicata based on the claims that were asserted in the Lawsuit or that could have been
11 asserted in the Lawsuit based on the facts and circumstances alleged in the operative complaint.
12 This release excludes the release of claims not permitted by law.

13 Notwithstanding the foregoing, all Class Members, whether or not they submit a request for
14 exclusion from the settlement, employed by Defendant during the PAGA Period (the "PAGA Group
15 Members") will receive a PAGA payment and will no longer be able to seek penalties under the
16 PAGA (codified in California Labor Code §§ 2698, *et seq.*), during the PAGA Period, for claims
17 asserted or that could have been asserted based on the facts alleged in Plaintiff's letter to the LWDA
18 ("PAGA Group Members' Released Claims").

19 48. **Individual Release by Plaintiff Only.** As of the date Defendant funds the
20 settlement, in addition to the Settlement Class Members' Released Claims and PAGA Group
21 Members' Released Claims, Plaintiff, individually, releases, acquits, discharges, and covenants not
22 to pursue any legal action whatsoever against Defendant and/or any of the Released Parties for i)
23 any wage-and-hour claims that were pled in the Lawsuit or that could have been pled based on the
24 facts alleged therein; or ii) claims arising under any applicable state and local wage and hour statutes,
25 whether known or unknown, which Plaintiff has ever had, or hereafter may claim to have, arising
26 during the Class Period, but excluding any and all claims alleged or that could have been alleged
27 based on federal and state wrongful termination, retaliation, Fair Employment and Housing Act,
28 discrimination, harassment, disability, and/or infliction of emotional distress statutes or common

1 law theories of recovery arising from Plaintiff's employment with Defendant. Plaintiff's Released
2 Claims further exclude the release of claims not permitted by law.

3 49. **Certification for Settlement Purposes.** Solely for the purposes of effectuating this
4 settlement, and subject to Court approval, the Parties hereby stipulate to the conditional certification
5 of the Settlement Class. The Parties agree that if for any reason the settlement is not preliminarily
6 and finally approved, the conditional certification of the Settlement Class will be of no force or
7 effect, does not constitute an admission by Defendant that class certification is proper, and will not
8 be deemed admissible in this or any other proceeding, and that the Parties will litigate the issue of
9 class certification.

10 50. **Payments under the Settlement.** In consideration of the mutual covenants and
11 promises set forth herein, Defendant agrees to make a payment under this Settlement Agreement for
12 the Gross Settlement Amount of seven hundred and ninety thousand dollars (\$790,000.00). The
13 Gross Settlement Amount is non-reversionary, subject to increase pursuant to Paragraph 56, and
14 exclusive of employer-side payroll taxes which shall be paid separately. The Parties further agree,
15 subject to Court approval, that the Gross Settlement Amount shall be apportioned as follows:

16 a. Plaintiff will apply to the Court for an award of attorneys' fees of no more than
17 thirty-five percent (35%) of the Gross Settlement Amount (*i.e.*, \$276,500.00) to Class Counsel
18 ("Attorneys' Fees") and for an award of reimbursement of reasonable litigation costs and expenses
19 up to twenty thousand dollars (\$20,000.00) to Class Counsel ("Attorneys' Costs"). The Attorneys'
20 Fees and Attorneys' Costs (again, in the aggregate, "Attorneys' Fees and Costs") are included in,
21 and will be paid from, the Gross Settlement Amount. Defendant will not oppose such application.

22 b. Plaintiff will also apply to the Court for payment to the Settlement
23 Administrator for the costs of notice and settlement administration not to exceed fifteen thousand
24 dollars (\$15,000.00) (again, "Administration Costs"). The Administration Costs are included in, and
25 will be paid from, the Gross Settlement Amount. Defendant will not oppose such application.

26 c. Plaintiff will apply to the Court for payment in the amount of ten thousand
27 dollars (\$10,000.00) to Plaintiff (again, "Enhancement Payment"), for his services and
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responsibilities in prosecuting the Lawsuit. The Enhancement Payment is included in, and will be paid from, the Gross Settlement Amount. Defendant will not oppose such application.

d. The amount of eighty thousand dollars (\$80,000.00) is allocated towards penalties pursuant to California Labor Code sections 2698, *et seq.* (“PAGA Total Payment”), of which the LWDA will be paid in the amount of sixty thousand dollars (\$60,000.00) (“LWDA Payment”) and the amount of twenty thousand dollars (\$20,000.00) (“PAGA Pro Rata Payment”) will remain available for distribution on a *pro rata* Pay Period basis to all PAGA Group Members (*i.e.*, individual recovery depends on each PAGA Group Member’s ratio of his or her Pay Periods relative to the total of Pay Periods of all PAGA Group Members) who worked during the PAGA Period, and irrespective of whether he or she is a Settlement Class Member. The PAGA Payment will be included in, and will be paid from, the Gross Settlement Amount.

e. The Net Settlement Amount will be the amount that is available for distribution to Settlement Class Members on a *pro rata* basis based on Workweeks. The Settlement Administrator will determine each Settlement Class Member’s individual Workweeks in accordance with Paragraph 38. The sum of all Settlement Class Members’ individual Workweeks will be the “Total Workweeks.” The Net Settlement Amount will be divided by the Total Workweeks to yield the “Workweek Value.” Each Settlement Class Member’s Individual Settlement Share will be determined by multiplying his or her individual Workweeks by the Workweek Value.

f. The net payment of each Settlement Class Member’s Individual Settlement Share (after reduction of Employee Taxes), and plus individual PAGA payment (if applicable), is referred to as his or her Individual Settlement Payment.

51. **No Credit Toward Benefit Plans.** Payments made to Plaintiff, Settlement Class Members, and PAGA Group Members under this Settlement Agreement shall not be utilized to calculate any additional benefits under any benefit plans to which they may be eligible, including, but not limited to, under profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions, or amounts to

1 which Plaintiff, Settlement Class Members, and PAGA Group Members, may be entitled under any
2 benefit plans.

3 52. **Taxation of Settlement Proceeds.**

4 a. The Parties agree that twenty percent (20%) of each Individual Settlement
5 Share will be considered taxable wages and will be reported as such to each Settlement Class
6 Member on a W-2 Form. The Parties agree that eighty percent (80%) of each Individual Settlement
7 Share will be considered interest and penalties and will be reported as such to each Settlement Class
8 Member on an IRS Form 1099 (if required).

9 b. The Settlement Administrator shall calculate and remit to applicable taxing
10 authorities sufficient amounts for the Employee and Employer Taxes. Any funds returned by taxing
11 authorities due to cancellation of any Individual Settlement Payment checks will be transmitted in
12 accordance with Paragraph 60(d), the same as all other residual funds associated with Individual
13 Settlement Payment checks.

14 c. The Settlement Administrator will issue appropriate tax forms to each
15 Settlement Class Member consistent with the foregoing breakdown.

16 d. All Parties represent that they have not received, and shall not rely on, advice
17 or representations from Class Counsel or Defendant's Counsel regarding the tax treatment of
18 payments under federal, state, or local law, and that no representations have been made to them
19 regarding the taxability of any payments under this Settlement Agreement.

20 e. Class Counsel will be issued an IRS Form 1099 for Attorneys' Fees and Costs
21 awarded by the Court. Except as provided herein, each of the Parties shall bear his, her, their, or its
22 own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the
23 Lawsuit.

24 f. Plaintiff will be issued an IRS Form 1099 for any Enhancement Payment.
25 The Enhancement Payment payable to Plaintiff shall be in addition to the Individual Settlement
26 Payment he is contemplated to receive under this Settlement Agreement.

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1 53. **Notice Procedure.**

2 a. The Parties shall use CPT Group, Inc. as the Settlement Administrator to
3 distribute the Class Notice, distribute payments under this Settlement Agreement, handle tax
4 reporting, establish and host a dedicated case settlement website, and field questions with a
5 telephonic hotline.

6 b. Defendant will provide the Settlement Administrator with the Class List within
7 ten (10) calendar days following the date of Preliminary Approval. The Class List provided by
8 Defendant to the Settlement Administrator shall be treated as confidential and shall not be used by
9 the Settlement Administrator for any purpose other than as permitted by this Settlement Agreement.
10 The Settlement Administrator will keep the list confidential, use it only for the purposes described
11 herein, and ensure that any other communications with Class Members shall not include the Class
12 Members' Social Security number except for the last four digits.

13 c. The Settlement Administrator shall be responsible for:

14 i. Mailing the Class Notice to the Class Members as directed by the
15 Court;

16 ii. Consulting with counsel for the Parties concerning any relevant
17 issue(s), including (without limitation) the estimated amounts of Individual Settlement Shares and
18 Individual Settlement Payments;

19 iii. Receiving and processing Workweek Disputes and rejecting timely or
20 improper Workweek Disputes;

21 iv. Keeping track of Requests for Exclusion, and rejecting untimely or
22 improper Requests for Exclusion;

23 v. Keeping track of Objections that it receives;

24 vi. Calculation and distribution of payments in accordance with this
25 Settlement Agreement and the Court's orders;

26 vii. Providing weekly status reports to counsel for the Parties, including:
27 (a) the number of Class Notices mailed; (b) the number of Workweek Disputes received; (c) the
28 number of Objections received; and (d) the number of Requests for Exclusion received;

viii. No later than twenty-one (21) calendar days before the Final Approval Hearing, preparing and providing to Class Counsel and Defendant's Counsel, for filing with the Court in support of Plaintiff's motion for final approval of the settlement, a declaration of due diligence setting forth its compliance with its obligations under this Settlement Agreement;

ix. Notifying Defendant's Counsel, within three (3) business days after the Effective Date, of the wiring instructions to fund the Gross Settlement Amount, which must be paid by Defendant in the amounts and in accordance with the deadlines set forth in Paragraph 60(a);

x. Distributing payments due under this Settlement Agreement;

xi. Issuing a W-2 Form to each Settlement Class Member for the wage portion of each Individual Settlement Share, a 1099 Form (if required) to each Settlement Class Member for the non-wage portion of each Individual Settlement Share, a 1099 Form (if required) to each PAGA Group Member, a 1099 Form to Plaintiff for the Enhancement Award, a 1099 Form to Class Counsel for the Attorneys' Fees and Costs award, and a 1099 Form to the Settlement Administrator for all Administration Costs; and,

xii. Such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform, including responding to questions from Class Members.

d. Within twenty (20) calendar days after Preliminary Approval, the Settlement Administrator shall mail the Class Notice to all persons shown by Defendant's records to be Class Members, as reflected in the Class List, via first class U.S. mail, using the most current mailing address available after a National Change of Address search. The Class Notice shall state an estimate of each Class Member's respective Individual Settlement Share and the number of Workweeks credited to him or her.

e. Any Class Notice(s) returned to the Settlement Administrator as undelivered within fifteen (15) calendar days of initial mailing and bearing a forwarding address shall be re-mailed by the Settlement Administrator within three (3) business days following receipt of the returned mail. For any such Class Notice returned to the Settlement Administrator without a forwarding address, the Settlement Administrator shall first conduct a National Change of Address search as required for undeliverable notices, followed by a "skip trace" search to obtain an updated

1 address, and shall promptly re-mail the Class Notice to any newly-found address or addresses. The
2 Settlement Administrator shall also re-mail by first class U.S. mail any such Class Notice returned
3 by the Post Office with a forwarding address. It shall be conclusively presumed that those Class
4 Members whose re-mailed Class Notice is not returned to the Settlement Administrator as
5 undeliverable within five (5) calendar days after re-mailing, received the Class Notice.

6 f. Class Counsel shall provide the Court with a declaration from the Settlement
7 Administrator confirming that the Class Notice was mailed to all Class Members as required by this
8 Settlement Agreement, as well as any additional information Class Counsel deems appropriate to
9 provide to the Court, before the Final Approval Hearing.

10 54. **Settlement Payments.** Class Members and PAGA Group Members are not required
11 to submit a claim form to receive a settlement payment.

12 55. **Submission of Workweek Disputes.**

13 a. If any Class Member disputes the Workweeks set forth on the Class Notice
14 during the Class Period (“Workweek Dispute”), the Class Member may submit documentation
15 supporting his or her position by mail to the Settlement Administrator by the later of forty-five (45)
16 calendar days from the date the Class Notice is originally mailed by the Settlement Administrator
17 for those Class Members whose original mailing was not returned to the Settlement Administrator,
18 or thirty (30) days from the date of the re-mailing to Class Members whose notice was returned to
19 the Settlement Administrator, (“Response Deadline”). Workweek Disputes not postmarked or
20 confirmed received by the Settlement Administrator on or before the Response Deadline will be
21 considered late and may be summarily rejected by the Settlement Administrator, in consultation
22 with Class Counsel and Defendant’s Counsel.

23 b. The Settlement Administrator will notify counsel for the Parties via email. If
24 there is a dispute, the Settlement Administrator will consult with the Parties to determine whether
25 an adjustment is warranted. The Parties and the Settlement Administrator will evaluate the evidence
26 and discuss in good faith how many Workweeks to be credited and in conformity with Paragraph
27 50(e). If the Parties and the Settlement Administrator do not reach agreement, the Court will make
28 the final determination as to how many Workweeks should be credited.

56. **Pro-Rata Increase of Gross Settlement Amount.** Defendant's best estimate of the Class size as of November 28, 2021 is 253 individuals, and Plaintiff is entering into this Settlement Agreement based on that representation. In the event it is determined that the actual number of Class Members exceeds this estimate by more than 10%, the Gross Settlement Amount shall increase by the percentage amount in excess of 10%. For example, if the actual number of Class Members is determined to be 11% percent higher than 253, the Gross Settlement Amount shall be increased by 1%. However, the Gross Settlement Amount will not be reduced based on Defendant's estimate of Class size.

57. **Request For Exclusion/Opt-Out Procedure.**

a. Class Members will have forty-five (45) days from the date of the original mailing of the class notice, or thirty (30) days from the re-mailing of the class notice, whichever falls later, until the Response Deadline to mail by first class U.S. mail, with proof of date of submission to be the postmark date, a written request for exclusion/opt out of the settlement ("Request for Exclusion"). Unless a Class Member submits a timely and valid Request for Exclusion, he or she shall be bound by the terms and conditions of this Settlement Agreement, including the release of claims as set forth herein.

b. A Request for Exclusion should: (1) be signed by the Class Member; (2) contain the case name and number of the Lawsuit; (3) contain the Class Member's full name, telephone number, and mailing address; (4) clearly state that the Class Member wants to opt out of the settlement; and (5) be postmarked no later than the Response Deadline. No specific language is required in the Request for Exclusion provided it is sufficiently clear that the Class Member desires to be excluded from the settlement.

c. Upon receipt of any timely Request for Exclusion, the Settlement Administrator shall review the request to verify the information contained therein and confirm that the request complies with the requirements of this Settlement Agreement.

d. Any Class Member who fails to submit via first class U.S. mail a timely and valid Request for Exclusion shall be barred from opting out of the settlement. The Settlement Administrator shall not review or consider any Request for Exclusion postmarked after the Response

1 Deadline. Under no circumstances shall the Settlement Administrator have the authority to extend
2 the Response Deadline for Class Members to file a Request for Exclusion, except as ordered by the
3 Court or mutually agreed by the Parties.

4 e. Plaintiff agrees not to request to be excluded from the settlement.

5 58. **Defendant's Right to Cancel.**

6 If more than ten percent (10%) of the Class Members submit a timely and valid Request for
7 Exclusion, Defendant shall have the sole and absolute discretion to withdraw from this Settlement
8 Agreement within ten (10) calendar days after the Response Deadline by providing written notice
9 of such withdrawal to Class Counsel. In the event that Defendant elects to withdraw as set forth in
10 this provision, the withdrawal shall have the same effect as a termination of this Settlement
11 Agreement; the settlement shall become null and void and have no further force or effect. If
12 Defendant exercises its option to terminate this settlement pursuant to this section, it shall pay all
13 Administration Costs incurred up to the date and as a result of the termination.

14 59. **Objections to Settlement.**

15 a. Any Settlement Class Member may object to the settlement by mailing a
16 written objection ("Objection") to the Settlement Administrator. To be timely, Objections must be
17 mailed to the Settlement Administrator, postmarked on or before the Response Deadline.

18 b. An Objection should: (1) be signed by the Settlement Class Member; (2)
19 contain the case name and number of the Lawsuit; (3) contain the Settlement Class Member's full
20 name, telephone number, and mailing address; (4) clearly state the factual and legal basis for
21 objecting to the settlement; (5) indicate whether the Settlement Class Member is represented by
22 counsel and identify said counsel; and (6) indicate whether the Settlement Class Member intends to
23 appear at the Final Approval Hearing and seeks to be heard at the Final Approval Hearing. The
24 Settlement Administrator will provide the Parties' counsel with any objections received and also
25 attach the objections as exhibits to its declaration regarding due diligence that will be filed with the
26 Court in advance of the Final Approval Hearing.

27 c. Settlement Class Members have the right to appear and have their Objections
28 heard or offer comments at the Final Approval Hearing, either in person or through a lawyer retained

at their own expense regardless of whether they submitted a written Objection. Class Counsel will not represent any Settlement Class Members with respect to such Objections.

60. **Settlement Proceeds Distribution Deadlines.**

a. Defendant shall fund the Gross Settlement Amount within ten (10) calendar days after the Effective Date. If the Gross Settlement Amount increases pursuant to Paragraph 56, then the amount to be paid by Defendant will proportionally increase.

b. Prior to disbursement of any funds, the Settlement Administrator will provide a disbursement summary for review and approval by Class Counsel and Defendant's Counsel.

c. No later than ten (10) calendar days after Defendant fully funds the Gross Settlement Amount, the Settlement Administrator shall distribute payments in accordance with this Settlement Agreement and the Court's orders, as follows: (i) payment of the Enhancement Payment to Plaintiff; (ii) payment of the LWDA Payment to the Labor and Workforce Development Agency; (iii) payment of Individual Settlement Payments to Settlement Class Members and PAGA Group Members; (iv) payment of Attorneys' Fees and Costs to Class Counsel; and (v) payment of Administration Costs to the Settlement Administrator.

d. Settlement checks will be valid for a period of one hundred and eighty (180) calendar days from the date of issuance, and after this time period, any uncashed check(s) will be sent to the California State Controller's Unclaimed Property Fund in the name of the individual(s) who did not negotiate a settlement check during the negotiation period.

e. The remittance of all Court ordered and approved payments, under this Settlement Agreement, to the Settlement Administrator, shall constitute the full and complete discharge of the entire obligation of Defendant under this Settlement Agreement.

f. No person shall have any claim against the Settlement Administrator, Defendant, Class Counsel, Defendant's Counsel, or any other agent designated by Plaintiff or Defendant based upon the distribution of payments made in accordance with this Settlement Agreement or further orders of the Court.

g. Defendant shall not be obligated to make any payments contemplated by this Settlement Agreement prior to the Effective Date.

1 61. **Binding Effect.**

2 a. Subject to Final Approval, all Settlement Class Members shall be bound by
3 this Settlement Agreement, the contemplated Final Approval Order and Judgment, and the release
4 of Settlement Class Members' Released Claims.

5 b. Subject to Final Approval, all PAGA Group Members, irrespective of
6 whether or not they submit a request for exclusion from the Settlement, employed by Defendant in
7 California during the PAGA Period, shall be bound by this Settlement Agreement, the contemplated
8 Final Approval Order and Judgment, the release of PAGA Group Members' Released Claims, and
9 shall be enjoined from pursuing, or seeking to reopen, PAGA Group Members' Released Claims
10 against the Released Parties.

11 c. A copy of the Final Approval Order and Judgment will be available on the
12 Settlement Administrator's website pursuant to Cal. Rules of Court, rule 3.771(b).

13 62. **Provisional Approval of Settlement.** After execution of this Settlement Agreement,
14 Plaintiff shall file a motion in the Lawsuit requesting Preliminary Approval of the settlement
15 consistent with the terms of this Settlement Agreement. Defendant shall not oppose the Motion for
16 Preliminary Approval of the settlement so long as the motion and supporting papers are consistent
17 with the terms of this Settlement Agreement. By way of the motion, the Court will be requested to
18 enter a Preliminary Approval Order that:

19 a. Preliminarily approves this Settlement Agreement;
20 b. Conditionally certifies the Class, for purposes of settlement only;
21 c. Preliminarily appoints Plaintiff as representative of the Class for settlement
22 purposes alone;

23 d. Preliminarily appoints CounselOne, PC as Class Counsel for the Class for
24 settlement purposes;

25 e. Approves and appoints CPT Group, Inc. as the Settlement Administrator to
26 administer the settlement as required by this Settlement Agreement;

27 f. Approves the form of the Class Notice and requires that it be sent to Class
28 Members by first class U.S. mail;

- 1 g. Approves the Notice Plan;
- 2 h. Schedules the Final Approval Hearing; and
- 3 i. Approves the procedure and deadlines (including the Response Deadline) for
- 4 Class Members to submit Requests for Exclusion, Objections, and Workweek Disputes.

5 63. **Non-Interference with Settlement Administration.** The Parties and their counsel

6 agree that they shall not seek to solicit or otherwise encourage Class Members to submit Requests

7 for Exclusion or Objections to the settlement or to appeal from the Final Approval Order and

8 Judgment.

9 64. **Final Approval Order and Judgment.** Plaintiff will request, and Defendant will

10 concur in said request, that the Court enter, after the Final Approval Hearing, a Final Approval Order

11 and Judgment drafted by Plaintiff in the form that is consistent with this Settlement Agreement and

12 subject to prior review and approval by Defendant. Plaintiff will request that the Final Approval

13 Order and Judgment find that this settlement is fair, just, equitable, reasonable, adequate and in the

14 best interests of the Class, enter judgment in accordance with California Rules of Court 3.769, and

15 require the Parties to carry out the provisions of this Settlement Agreement.

16 65. **Voiding of Settlement Agreement if Settlement Not Finalized or for Failure to**

17 **Satisfy Conditions.**

18 a. The Court may award less to Plaintiff, Class Counsel, Settlement

19 Administrator, and/or the LWDA than is provided for herein, without impacting the validity and

20 enforceability of this Settlement Agreement.

21 b. If for any reason the settlement set forth in this Settlement Agreement is

22 terminated as provided under this Paragraph or Paragraph 58 or does not otherwise become final:

23 i. The settlement shall be null and void and the orders and judgment to

24 be entered pursuant to this Settlement Agreement shall be vacated; and the Parties will be returned

25 to the status quo as of December 8, 2021, with respect to the Lawsuit and Plaintiff's class and

26 representative claims, as if the Parties had never entered into this Settlement Agreement.

27 ii. This Settlement Agreement and all negotiations, court orders and

28 proceedings relating thereto shall be without prejudice to the rights of any and all Parties hereto and

1 Class Members, whom shall be restored to their respective positions existing prior to the execution
2 of this Settlement Agreement, and evidence relating to this Settlement Agreement and all
3 negotiations shall not be admissible or discoverable in the litigation and/or Lawsuit or otherwise.

4 iii. Defendant will not have waived, and instead expressly reserves, its
5 rights to challenge the continuing propriety of class certification or representative adjudication for
6 any purpose.

7 iv. Plaintiff and Class Counsel will not have waived, and instead
8 expressly reserve, their rights to move for collective and/or class certification and seek
9 representative adjudication.

10 v. To the extent one exists, the Preliminary Approval Order shall be
11 vacated in its entirety and neither this Settlement Agreement, the Preliminary Approval Order, nor
12 any other document in any way relating to any of the foregoing, shall be relied upon, referred to, or
13 used in any way for any purpose in connection with any further proceedings in this or any related
14 action, including class certification proceedings.

15 66. **No Publicity.** The Parties and their counsel will not initiate nor respond to public
16 relations or media inquiries about the settlement except as required by the settlement approval
17 process. In addition, the Parties and their counsel agree that they will not engage in any advertising
18 or distribute any marketing materials relating to the settlement of the Lawsuit in any manner that
19 identifies Defendant, including but not limited to any postings on any websites maintained by Class
20 Counsel.

21 67. **Notices.** All notices, requests, demands, and other communications required or
22 permitted to be given pursuant to this Settlement Agreement to the Parties shall be in writing, and
23 shall be delivered by first class U.S. mail through counsel, as follows:

24 For Plaintiff and the Class:

25 Anthony J. Orshansky
26 Justin Kachadoorian
27 CounselOne, P.C.
28 9301 Wilshire Boulevard, Suite 650
 Beverly Hills, CA 90210

For Defendant:

Rachel McClintock
Thalia S. Rofos
Lewis Brisbois Bisgaard & Smith, LLP
650 Town Center Drive, Suite 1400
Costa Mesa, CA 92626

68. **Modification in Writing.** This Settlement Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by counsel for the Parties and approved by the Court. This Settlement Agreement may not be amended, altered, modified or waived, in whole or in part, orally.

69. **Ongoing Cooperation.** Plaintiff and Defendant and each respective counsel shall execute all documents and perform all acts necessary and proper to effectuate the terms of this Settlement Agreement. The executing of documents must take place prior to the Final Approval Hearing.

70. **Binding on Successors.** This Settlement Agreement shall be binding and shall inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs, and legal representatives.

71. **Entire Agreement.** This Settlement Agreement constitutes the full, complete, and entire understanding, agreement, and arrangement between the Parties with respect to the settlement of the Lawsuit and Release of Claims. This Settlement Agreement supersedes any and all prior oral or written understandings, agreements, and arrangements between the Parties with respect to the settlement of the Lawsuit and Release of Claims. Except as to those set forth and included expressly in this Settlement Agreement, there are no other agreements, covenants, promises, representations, or arrangements between the Parties with respect to the settlement of the Lawsuit.

72. **Execution in Counterparts.** This Settlement Agreement may be signed in one or more counterparts and electronic signatures are acceptable. All executed copies of this Settlement Agreement, and photocopies thereof (including facsimile copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

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4853-6623-9246.1

1 73. **Captions.** The captions and section numbers in this Settlement Agreement are
2 inserted for the reader's convenience and in no way define, limit, construe, or describe the scope or
3 intent of the provisions of this Settlement Agreement.

4 74. **Governing Law.** This Settlement Agreement shall be interpreted, construed,
5 enforced, and administered in accordance with the laws of the State of California, without regard to
6 conflict of law rules.

7 75. **Reservation of Jurisdiction.** Notwithstanding entry and filing of the Final Approval
8 Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and enforcing
9 the terms of this Settlement Agreement.

10 76. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms
11 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement shall not be
12 construed more strictly against one Party than another merely by virtue of the fact that it may have
13 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
14 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
15 Agreement.

16 77. **Representation by Counsel.** The Parties acknowledge that they have been
17 represented by counsel throughout all negotiations that preceded the execution of this Settlement
18 Agreement and that this Settlement Agreement has been executed with the consent and advice of
19 counsel. Further, Plaintiff and Class Counsel warrant and represent, to their knowledge, that there
20 are no liens on this settlement.

21 78. **Warranties and Representations.** With respect to themselves, each of the Parties
22 to this Settlement Agreement and/or their agents or counsel represent, covenant, and warrant that
23 (a) they have full power and authority to enter into and consummate all transactions contemplated
24 by this Settlement Agreement and have duly authorized the execution, delivery, and performance of
25 this Settlement Agreement and (b) the person executing this Settlement Agreement has the full right,
26 power, and authority to enter into this Settlement Agreement on behalf of the Party for whom
27 he/she/it has executed this Settlement Agreement, and the full right, power, and authority to execute
28

any and all necessary instruments in connection herewith, and to fully bind such Party to the terms and obligations of this Settlement Agreement.

IT IS SO AGREED:

Dated: February 14, 2022


Plaintiff Antonio Camacho

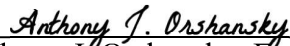
Dated: February _____, 2022

Name: _____
Title: _____

On Behalf of Defendant Bel-Air Country Club

APPROVED AS TO FORM

Dated: February 14, 2022


Anthony J. Orshansky, Esq.
Justin Kachadoorian, Esq.
CounselOne, PC
Attorneys for Plaintiff

Dated: February _____, 2022

Rachel McClintock, Esq.
Thalia Rofos, Esq.
Lewis Brisbois Bisgaard & Smith, LLP
Attorneys for Defendant

any and all necessary instruments in connection herewith, and to fully bind such Party to the terms and obligations of this Settlement Agreement.

IT IS SO AGREED:

Dated: February _____, 2022

Plaintiff Antonio Camacho

Dated: February 16, 2022


Name: ADAM P. FANNON
Title: CEO/GENERAL MANAGER

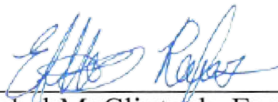
On Behalf of Defendant Bel-Air Country Club

APPROVED AS TO FORM

Dated: February _____, 2022

Anthony J. Orshansky, Esq.
Justin Kachadoorian, Esq.
CounselOne, PC
Attorneys for Plaintiff

Dated: February 16, 2022



Rachel McClintock, Esq.
Thalia Rofos, Esq.
Lewis Brisbois Bisgaard & Smith, LLP
Attorneys for Defendant