PAGA SETTLEMENT AGREEMENT[i]

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Mary Lorraine Buchanan ("Plaintiff Buchanan") and Luis Aguilar Garcia ("Plaintiff Garcia") (together, "Plaintiffs") and defendant The Lakes Country Club Association, Inc. ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiffs' PAGA lawsuit alleging wage and hour violations against Defendant captioned *Mary Lorraine Buchanan v. The Lakes Country Club Association, Inc.* initiated on May 12, 2023 and pending in Superior Court of the State of California, County of Riverside, Case No. No. CVRI2302588.

1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employee" means a person employed by Defendant as a non-exempt employee in California during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Approval Order" means the Court Order Granting Approval of PAGA Settlement.

1.8. "Court" means the Superior Court of California, County of Riverside.

1.9. "Defense Counsel" means FitzGerald & Mulé LLP.

1.10. "Effective Date" means the date the Court enters a Judgment on its Approval Order.

1.11. "Gross Settlement Amount" means $350,000.00 which is the total amount

Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the Individual Settlements for Plaintiffs, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13. "Individual Settlement for Plaintiffs" means payments to Plaintiff Buchanan and Plaintiff Garcia each in the amount of $10,000.00. in exchange for the general release of wage claims below in paragraph 5.1 and 5.1.1.

1.14. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.16. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.17. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts: Individual PAGA Payments, the LWDA PAGA Payment, the Individual Settlement for Plaintiffs, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount will be used to pay the PAGA Penalties.

1.18. "PAGA Counsel" means Samuel Wong, Kashif, Haque, Jessica Campbell, and Joseph M. Szilagyi of Aegis Law Firm, PC, the attorneys representing the Plaintiffs in the Action.

1.19. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.20. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.21. "PAGA Period" means the period from May 12, 2022 through April 25, 2025.

1.22. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.23. "PAGA Notice" means Plaintiff's Buchanan's May 12, 2023 and Plaintiff Garcia's February 23, 2024 letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.24. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.25. "Plaintiffs" means Mary Lorraine Buchanan ("Plaintiff Buchanan") and Luis Aguilar Garcia ("Plaintiff Garcia"), the named plaintiffs in the Action.

1.26. "Released PAGA Claims" means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.

1.27. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, and affiliates.

1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.29. "Defendant" means The Lakes Country Club Association, Inc.

2. RECITALS.

2.1. On May 12, 2023, Plaintiff Buchanan commenced this Action by filing a class-action complaint alleging causes of action against Defendant for Failure to Pay Minimum Wages, Failure to Pay Overtime Wages, Failure to Provide Meal Periods, Failure to Permit Rest Breaks, Failure to Reimburse Business Expenses, Failure to Provide Accurate Itemized Wage Statements, Failure to Pay Wages Timely During Employment, Failure to Pay All Wages Due Upon Separation of Employment, and Violation of Business and Professions Code §§ 17200, *et seq*.. On July 26, 2023, Plaintiff Buchanan filed the First Amended Complaint alleging causes of action against Defendant for Enforcement of Labor Code § 2698 *et seq.* ("PAGA"). On September 19, 2023, Plaintiff Buchanan dismissed her class-action claims without prejudice. On June 5, 2024, Plaintiffs filed the Second Amended Complaint to add Plaintiff Gracia as a named plaintiff to the action. The Second Amended Complaint is the operative complaint in the Action (the "Operative Complaint."). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On February 11, 2025, the Parties participated in an all-day mediation presided over by Ann Kotlarski, Esq., which led to this Agreement to settle the Action.

2.4. Prior to mediation Plaintiffs obtained, through formal and informal discovery, policies, time records, pay records, for Plaintiffs and Aggrieved Employees.

2.5. On June 17, 2025, Plaintiff Raymond Miller sent a PAGA notice to the LWDA claiming substantially similar alleged wage-and-hour violations as in the Operative Complaint. On July 18, 2025, Defendant's counsel advised Plaintiff Miller's counsel that Plaintiff Miller's claims overlap with this matter and that Plaintiff Miller is included in this Settlement. Regardless, on August 21, 2025, Plaintiff Miller proceeded with his PAGA matter That case is currently pending in the Superior Court of California, County of Riverside, Department PS2, Case No. CVPS2506319.

3. MONETARY TERMS.

3.1. <u>Gross Settlement Amount</u>. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $350,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. <u>Payments from the Gross Settlement Amount</u>. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. <u>To PAGA Counsel</u>: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount which is currently estimated to be $116,655.00. and PAGA Counsel Litigation Expenses Payment of not more than $25,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. <u>To Plaintiffs</u>: An Individual Settlement for Plaintiffs in the amount of $10,000 each in exchange for the general release of claims below in paragraph 5.1 and 5.1.1, in addition to any Individual PAGA Payment Plaintiffs are entitled to receive as an Aggrieved Employee. Defendant will not oppose the amount of the Individual

Settlement for Plaintiffs. The full Individual Settlement for Plaintiffs are each contingent upon the Court's approval of the Parties' present PAGA Settlement Agreement.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $17,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $17,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties will be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates, as of April 25, 2025, there are 280 Aggrieved Employees who worked a total 9,973 of PAGA Pay Periods during the PAGA Period.

4.2. Aggrieved Employee Data. Within 15 days of the Approval Order, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Individual Settlement for Plaintiffs, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and the PAGA Counsel Fees Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks [to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS**. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledges that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release by Aggrieved Employees:

As of the effective Date, the State of California and all PAGA Aggrieved Employees release any and all claims under PAGA for civil penalties against Defendant and the other Released Parties that arise out of or reasonably relate to the allegations in the Second Amended Complaint and the notices submitted by Plaintiffs to the LWDA pursuant to PAGA that, during the PAGA Period, Defendant failed to pay all wages due, including all minimum wages, overtime wages, the correct rates of pay, and for all hours worked; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; timely pay all wages due during employment; and timely pay all wages due upon separation of employment, including but are not limited to claims arising under California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2800, and 2802, and any resulting claim for attorneys' fees and costs (the "Released PAGA Claims").

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

Plaintiffs will prepare and file an application or motion for approval of this Settlement.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Pheonix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Pheonix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. ESCALATOR CLAUSE.
Based on its records, Defendant estimates Aggrieved Employees worked 9,973 Pay Periods during the PAGA Period as of April 25, 2025. If the number of PAGA Pay Periods exceeds 9,973 by more than 10%, Defendant will have the option to either (1) increase the Maximum Settlement Amount on a proportional basis (i.e., if there was a 12% increase in the number of pay periods, Defendant shall have the option to increase the Maximum Settlement Amount by 2%); or (2) have the release cut-off on the date before which the pay periods worked by the PAGA Aggrieved Employees in the PAGA Period exceeded 9,973 by more than 10%.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States

Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.13 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.14 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs: AEGIS LAW FIRM, PC
Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Joseph M. Szilagyi
jcampbell@aegislawfirm.com
jszilagyi@aegislawfirm.com
9811 Irvine Center Drive, Suite 100
Irvine, California 92618

To Defendant: FITZGERALD & MULÉ LLP
David B. Mulé
dmule@fitzgeraldmulelaw.com
Jana B. FitzGerald
dmule@fitzgeraldmulelaw.com
74-770 Highway 111, Suite 205
Indian Wells, CA 92210

10.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Agreed to by the Parties:

Dated: 02/16/2026 By: Signed by: Mary Buchanan
16E20171ED5E409...
Mary Lorraine Buchanan

Dated: ______________ By: ______________________________
Luis Aguilar Garcia

Dated: ______________ By: ______________________________
The Lakes Country Club Association, Inc.

To Defendant: FITZGERALD & MULÉ LLP
David B. Mulé
dmule@fitzgeraldmulelaw.com
Jana B. FitzGerald
dmule@fitzgeraldmulelaw.com
74-770 Highway 111, Suite 205
Indian Wells, CA 92210

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Agreed to by the Parties:

Dated: ______________ By: ________________________________
Mary Lorraine Buchanan

Dated: 1/27/2026 | 1:18 PM PST By: DocuSigned by: [signature] 7489C87A19DE43E...
Luis Aguilar Garcia

Dated: ______________ By: ________________________________
The Lakes Country Club Association, Inc.

To Defendant: FITZGERALD & MULÉ LLP
David B. Mulé
dmule@fitzgeraldmulelaw.com
Jana B. FitzGerald
dmule@fitzgeraldmulelaw.com
74-770 Highway 111, Suite 205
Indian Wells, CA 92210

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Agreed to by the Parties:

Dated: ____________ By: ______________________
Mary Lorraine Buchanan

Dated: ____________ By: ______________________
Luis Aguilar Garcia

Dated: 1/12/26 By: [signature]
The Lakes Country Club Association, Inc.

Agreed As to Form Only:

AEGIS LAW FIRM, PC

Dated: 1/27/2026 By: ______________________

Joseph M. Szilagyi
Kashif Haque
Attorneys for Plaintiffs

FITZGERALD & MULÉ LLP

Dated: 1/9/26 By: ______________________

David B. Mulé
Jana B. FitzGerald
Attorneys for Defendant

EXHIBIT A

<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Payment From *Mary Buchanan, et al. v. The Lakes Country Club Association, Inc.*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Mary Buchanan, et al. v. The Lakes Country Club Association, Inc.*, Riverside County Superior Court, Case No. CVRI2302588.

That case was filed against The Lakes Country Club Association, Inc. ("Defendant") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). The claim was brought on behalf of the State of California and all similarly situated "aggrieved employees" of Defendant. You have been identified as one of the employees on whose behalf the case was brought.

The plaintiffs in the case claimed that Defendant owed penalties under PAGA for certain California Labor Code violations. Defendant denies that it did anything wrong or that it owes any penalties. The parties agreed to resolve the case, and as part of that settlement, Defendant agreed to pay a certain amount of money categorized as PAGA penalties.

As part of the settlement, you are releasing "Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, and affiliates" from "any and all claims under PAGA for civil penalties against Defendant and the other Released Parties that arise out of or reasonably relate to the allegations in the Second Amended Complaint and the notices submitted by Plaintiffs to the LWDA pursuant to PAGA that, during the PAGA Period, Defendant failed to pay all wages due, including all minimum wages, overtime wages, the correct rates of pay, and for all hours worked; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; timely pay all wages due during employment; and timely pay all wages due upon separation of employment, including but are not limited to claims arising under California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2800, and 2802, and any resulting claim for attorneys' fees and costs."

This Settlement does not release any claims you may have for unpaid wages. Under the PAGA statute, the penalties get divided between the State and the employees. The enclosed check represents your portion of the penalties allocated to the employees. It is important to note that this is <u>not</u> a class action settlement. Therefore, you cannot seek to opt out from the PAGA settlement to pursue your own claims.

Please note that this check constitutes payment of a penalty, and you are responsible for any taxes payable on the amount received.

If you have any questions, you can contact Plaintiff's counsel:

AEGIS LAW FIRM, PC
Jessica L. Campbell
Joseph M. Szilagyi
949-379-6250
jszilagyi@aegislawfirm.com
Counsel for Plaintiffs

Very Truly Yours,