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

MARTHA JIMENEZ, an individual,

Plaintiff,

v.

AVONDALE GOLF CLUB, a California
nonprofit corporation; and DOES 1 through
25, inclusive,

Defendants.

Case No.: CVRI2305782

*[Assigned for all purposes to the Hon. Harold W.
Hopp, Dept. 1]*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE**

DATE: TBD
TIME: TBD
DEPT: 1

PAGA Case No.

LWDA-CM-982261-23: September 18, 2023
Action Filed: October 27, 2023
FAC Filed: December 20, 2023
Trial Date: None Set

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

1 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE**

2 This Class Action and PAGA Settlement Agreement and Release (“Agreement”) is made
3 by and between Plaintiff Martha Jimenez (“Plaintiff”) and Defendant Avondale Golf Club
4 (“AGC” or “Defendant”). The Agreement refers to Plaintiff and Defendant collectively as
5 “Parties,” or individually as “Party.”

6 This Stipulation shall be binding on Plaintiff, the current and former employees she seeks
7 to represent, the Participating Class Members, and on Defendant, and is subject to the
8 definitions, recitals, and terms set forth herein and the approval of the Court.

9 **1. DEFINITIONS.**

- 10 1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against
11 Defendant AGC captioned *Martha Jimenez v. Avondale Golf Club, et al.*,
12 initiated on October 27, 2023, and pending in the Superior Court of the State of
13 California, County of Riverside, Case No. CVRI2305782.
- 14 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the
15 Parties have agreed to appoint to administer the Settlement.
- 16 1.3. “Administration Expenses Payment” means the amount the Settlement
17 Administrator will be paid from the Gross Settlement Amount to reimburse its
18 reasonable fees and expenses in accordance with the Settlement Administrator’s
19 “not to exceed” bid submitted to the Court in connection with Preliminary
20 Approval of the Settlement.
- 21 1.4. “Aggrieved Employee” means an individual who has been, or currently is,
22 employed by Defendant in California as a non-exempt employee during the
23 PAGA Period. Excluded from the group of Aggrieved Employees are those
24 employees who work only administrative and/or managerial functions as exempt
25 employees.
- 26 1.5. “Class” means all current and former California non-exempt employees during
27 the Class Period. Excluded from the Class are employees who work only
28

administrative and/or managerial functions as exempt employees.

1.6. “Class Counsel” means Young W. Ryu, Esq. and Zachariah E. Moura, Esq., of LOYR, APC.

1.7. “Class Counsel Fees Payment” means the amount allocated to Class Counsel for reimbursement of reasonable attorneys’ fees incurred to prosecute the Action, if approved by the Court, which shall be paid from the Gross Settlement Amount as set forth in Section 3.2.2 of this Agreement and shall not exceed one third (1/3) of the Gross Settlement Amount, or \$161,666.67.

1.8. “Class Counsel Litigation Expenses Payment” means the amount of actual litigation expenses incurred by Class Counsel incurred to prosecute the Action, not to exceed \$15,000.00.

1.9. “Class Data” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, all last-known mailing address(es) in Defendant’s file, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.10. “Class Member” means a member of the Class, either as a Settlement Class Member or Non-Participating Class Member, and all Aggrieved Employees (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.11. “Class Member Address Search” means the Administrator’s investigation and search for current mailing addresses of Class Members 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 Class Members.

1.12. “Class Notice” means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English, with a Spanish translation, in the form, without material variation,

attached as **Exhibit A** and incorporated by reference into this Agreement.

1.13. “Class Period” means the period from October 27, 2019, through January 1, 2025.

1.14. “Class Representative” means Martha Jimenez, the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a class representative.

1.15. “Class Representative Service Payment” means the payment approved by the Court to the Class Representative for initiating the Action, providing services in support of the Action, and for signing a general release pursuant to this Agreement. The Class Representative Service Payment shall be paid from the Gross Settlement Amount and shall not exceed Ten Thousand Dollars (\$10,000.00).

1.16. “Class Settlement” means settlement of and resolution of the Class Released Claims.

1.17. “Court” means the Superior Court of California, County of Riverside.

1.18. “Day” means calendar day, unless expressly stated otherwise. 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.

1.19. “Defense Counsel” means Andrew Crane, Esq., and Nelly Pineda, Esq., of Fisher Phillips LLP.

1.20. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Settlement Class Member objects to the Settlement, or if an objection is filed but is withdrawn prior to the Court’s Final Approval Hearing, the day the Court enters Judgment; (b) if one or more Settlement Class Members objects to the Settlement, the later of the following events: (i) the day after the deadline for filing a notice of appeal from the Judgment, and no appeal is filed; (ii) if a timely appeal from the Judgment is

filed, and is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Court of Appeal’s decision passes and no further review is requested; or (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal’s decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or if review is accepted, the day the Supreme Court of the State of California affirms the Agreement.

1.21. “Employment and Payroll Taxes” means all tax withholdings to be made based on the Wage Portion, as defined in Section 3.2.4.1 as 33.33% of the Individual Class Payment, to pay for state and federal employment and payroll taxes by both the employer and the employee (including, but not limited to, Federal and California unemployment insurance tax, and California Employment Training Tax, FICA and Medicare Contributions).

1.22. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.23. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.24. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.25. “Gross Settlement Amount” means \$485,000.00 which is the total amount Defendant AGC agrees to pay under this Agreement except as provided in Paragraphs 9 and 10 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Payment, and the Administrator’s Expenses Payment.

1.26. “Individual Class Payment” means each Settlement Class Member’s pro rata

share of the Net Settlement Amount calculated according to the number of Workweeks worked by each Settlement Class Member during the Class Period.

1.27. “Individual PAGA Payment” means each Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.

1.28. “Judgment” means the judgment entered by the Court based upon the Final Approval.

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

1.30. “LWDA PAGA Payment” means the 75% of the PAGA Penalties to be paid to the LWDA under Labor Code section 2699, subd. (i).

1.31. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Settlement Class Members as Individual Class Payments.

1.32. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.33. “Notice Mailing Deadline” means the date by which the Administrator shall mail the Class Notice to Class Members, which shall be no later than 14 calendar days after the Administrator receives the Class Data from Defendant.

1.34. “Operative Complaint” means the First Amended Complaint filed in the Action on or about December 20, 2023.

1.35. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

- 1.36. “PAGA Period” means the period from October 16, 2022, through January 1, 2025.
- 1.37. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.38. “PAGA Notice” means Plaintiff’s letter to the LWDA, with a copy to AGC, on September 18, 2023, providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.39. “PAGA Penalties” means the total amount of PAGA civil penalties of \$48,500 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,125) as Individual PAGA Payments as part of the Net Settlement Amount and the remaining 75% to LWDA (\$36,375) in settlement of PAGA claims asserted in the Action.
- 1.40. “Plaintiff” means Martha Jimenez, the named plaintiff in the Action.
- 1.41. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.42. “Preliminary Approval Order” means the proposed order granting preliminary approval of the Settlement, also styled as the “Order Granting Preliminary Approval and Approval of PAGA Settlement, and Setting a Final Approval Hearing.”
- 1.43. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.44. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.45. “Released Parties” means: Defendant and each of their former and present directors, officers, shareholders, owners, partners, members, employees, attorneys, insurers, agents, predecessors, successors, assigns, parents, subsidiaries, or affiliates.
- 1.46. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

- 1.47. “Response Deadline” means 45 days after the Notice Mailing Deadline, or 15 days after re-mailing of the Class Notice, whichever is later, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the expiration of the Response Deadline.
- 1.48. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.49. “Settlement Class” refers to Class Members who do not submit a timely and valid Request for Exclusion pursuant to this Agreement.
- 1.50. “Settlement Class Member” refers to a member of the Settlement Class.
- 1.51. “AGC” means named Defendant Avondale Golf Club.
- 1.52. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

- 2.1. Prior to filing the Operative Complaint, on September 18, 2023, Plaintiff Martha Jimenez, a former employee of Defendant AGC, provided the LWDA with notice of her claim for recovery of civil penalties under the PAGA. After the 65-day waiting period under Labor Code section 2699.3, LWDA did not notify Plaintiff and her counsel that the agency would investigate the claim set forth in Plaintiff’s PAGA Notice.
- 2.2. On October 27, 2023, Plaintiff filed a class action Complaint against Defendant in Riverside County Superior Court, alleging the following eight (8) causes of action: (1) Failure to Pay Minimum and Regular Rate Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods and Pay Wages in Lieu Thereof; (4) Failure to Provide Rest Periods and Pay Wages in Lieu

Thereof; (5) Failure to Indemnify Necessary Expenditures of Losses; (6) Failure to Furnish Accurate Itemized Wage Statements and to Maintain Accurate Records; (7) Failure to Pay Wages at Discharge or Quitting; (7) Failure to Reimburse Business Expenses in Violation of Cal. Labor Code § 2802; and (8) Unfair Competition Law Remedies for Unlawful and Unfair Business Acts.

2.3. On December 20, 2023, Plaintiff filed a First Amended Complaint, adding a ninth cause of action: (9) Private Attorneys General Act Remedies for Violations of the Labor Code.

2.4. On or about January 19, 2024, Defendant AGC filed their Answer to the Operative Complaint, generally denying the allegations therein and asserting several affirmative defenses. 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 therein.

2.5. Prior to mediation, Plaintiff obtained, through formal and informal discovery, a sample of payroll records for Plaintiff and other Class Members and Aggrieved Employees. Plaintiff also obtained arbitration agreements entered into by some of the Class Members and Aggrieved Employees, which agreements would have been detrimental to Class Certification. Plaintiff learned as well that the differences in the kinds of work performed by the each of the Class Members and Aggrieved Employees was sufficiently different to further reduce the chance of Class Certification. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.6. On November 6, 2024, the parties participated in a full-day mediation before experienced employment mediator, the Honorable Steven R. Denton, Ret. After a

full day of mediation and subsequent negotiations of the settlement terms, the Parties were able to agree to the material terms of this Agreement.

2.7. At all times, Defendant has denied and continues to deny any wrongdoing and deny that they committed, or attempted to commit, any of the wrongful acts or violations of law or duty that are alleged in the Operative Complaint, and instead contend that they have acted in accordance with the law. Defendant also denies that Plaintiff or the Settlement Class are entitled to any form of damages, penalties, or any relief whatsoever based on the conduct alleged in the Operative Complaint and PAGA Notice. In addition, Defendant maintains that they have meritorious defenses to the claims alleged in the Operative Complaint and were prepared to vigorously defend the Action. Nevertheless, taking into account the uncertainty and risks inherent in litigation, Defendant has concluded that defending the claims asserted in the Operative Complaint would be burdensome and expensive, and that it is desirable and beneficial to fully and finally settle and terminate the Action in the manner and upon the terms and conditions set forth in this Agreement.

2.8. Plaintiff believes that the claims asserted in the Operative Complaint and PAGA Notice have substantial merit. Nonetheless, Plaintiff and Class Counsel recognize and acknowledge the expense and length of continued prosecution of the claims against Defendant through trial and any subsequent appeals. Plaintiff and Class Counsel have also taken into account the uncertain outcome and risks of litigation, especially in complex actions, as well as the difficulties and delays inherent in such litigation. Based on their evaluation, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims alleged in the Operative Complaint and PAGA Notice pursuant to the terms and provisions of this Agreement.

2.9. This Agreement is made and entered into by and between Plaintiff, individually

and on behalf of all other individuals alleged to be similarly situated, and Defendant, and is subject to the terms and conditions hereof, and to the Court's approval. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. The Agreement's provisions, and all related drafts, communications and discussions, cannot be construed as or deemed to be evidence of an admission or concession of any point of fact or law by any person or entity and cannot be offered or received into evidence or requested in discovery in this Action or any other action or proceeding as evidence of an admission or concession. In the event that the Court does not issue Final Approval and Final Judgment, or in the event that the associated judgment does not become the Final Judgment for any reason, this Agreement shall be deemed null and void, it shall be of no force or effect whatsoever, it shall not be referred to or used for any purpose whatsoever, and the negotiations, terms, and entry of it shall remain subject to the provisions of California Evidence Code sections 1119 and 1152.

2.10. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 and 10 below, Defendant AGC promises to pay \$485,000 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes prior to the Effective Date of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Settlement Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will

revert to Defendant.

3.2. Payments from the Gross Settlement Amount. 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. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Settlement Class Member and Aggrieved Employee). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than a third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$161,666.66, and a Class Counsel Litigation Expenses Payment of not more than \$15,000.00. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class 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 Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class 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.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$4,690 except for a showing of good cause and as approved by the Court. To the extent the actual Administration Expenses are less, or the Court approves payment less than \$4,690, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Settlement Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Settlement Class Members during the Class Period and (b) multiplying the result by each Settlement Class Member's Workweeks during the Class Period.

3.2.4.1. Tax Allocation of Individual Class Payments. 33.33% of each Settlement Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to the Employment and Payroll Taxes and will be reported on an IRS W-2 Form. The remaining 66.67% of each Settlement Class Member's Individual Class Payment will be allocated to settlement of claims for interest and statutory penalties (the "Non-Wage Portions"). The Non-

Wage Portions are not subject to Employment and Payroll Taxes and will be reported on IRS 1099 Forms by the Settlement Administrator (and not Defendant).

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Settlement Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$48,500 to be paid from the Gross Settlement Amount, with 75% (\$36,375) allocated to the LWDA PAGA Payment and 25% (\$12,125) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties in the currently estimated amount of \$12,125 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods worked during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. 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. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates that there are approximately 79 Class Members who collectively worked a total of approximately 9,169 Workweeks,

and 66 Aggrieved Employees who worked an estimated total of 2,255 PAGA Pay Periods.

4.2. Class Data. Not later than thirty (30) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to the Administrator's employees who need access to the Class Data to effect and perform the Administrator's duties under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted any Class Member's identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class 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 Class Data.

4.3. Funding of Gross Settlement Amount. Defendant AGC shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator within fifteen (15) calendar days following the Effective Date.

4.4. Funding of Defendant's Share of Employment and Payroll Taxes. Defendant AGC agrees to fund the amounts necessary to pay the employer's share of the Employment and Payroll Taxes, in addition to the Gross Settlement Amount of \$485,000, no later than the date on which the funding is due, by transmitting the funds to the Administrator.

4.5. Payments from the Gross Settlement Amount. Within 7 business days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the

Administration Expenses Payment, PAGA Counsel Fees, the PAGA Counsel Expenses, and Plaintiff's Incentive Award Payment. Disbursement of the PAGA Counsel Fees and Expenses Payments shall not precede disbursement of Individual PAGA Payments.

4.5.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Settlement Class Members and 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. The Administrator will send checks for Individual Settlement Payments to all Settlement Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Settlement Class Members and Aggrieved Employees a single check combining the Non-Wage Portion of the Individual Class Payment and the Individual PAGA Payment and a separate check for the Wage Portion of the Individual Class Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.5.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a forwarding address provided by the United States Postal Service ("USPS"). Within three (3) business days of receiving a returned check, the Administrator must re-mail the returned check to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed

checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date, within five (5) business days of the Administrator's receipt of such request.

4.5.3 For any Settlement Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Settlement Class Member or Aggrieved Employee, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

6. RELEASES OF CLAIMS. Effective on the date when Defendant AGC fully funds the entire Gross Settlement Amount, Plaintiff, Settlement Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

6.1 Plaintiff's Release. When the court's final approval order and judgment becomes final, and upon Defendant fully funding the Gross Settlement Amount, Plaintiff Martha Jimenez shall release the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties, except as may be prohibited by law. For the avoidance of doubt, this general release includes claims arising from Plaintiff's employment relationship with Defendant, including, without limitation, claims

for discrimination, harassment, or retaliation pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 2000 et seq., the California Fair Employment and Housing Act, California Gov't Code Section 12900 et seq., or any claims for violation of public policy, or claims arising from the California Labor Code and the FLSA. The Parties further acknowledge, understand and agree that this representation and commitment is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation and commitment.

6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes 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.

6.2 Release by Settlement Class Members: When the court's final approval order and judgment becomes final, and upon Defendant fully funding the Gross Settlement Amount, the Settlement Class Members shall release Defendant Avondale Golf Club and its past or present officers, directors, shareholder, employees, agents, principals, heirs, representatives, accountants, auditors, attorneys, consultants, insurers, and their respective successors and predecessors in interest, assigns, subsidiaries, affiliates, and parents (the "Released Parties") from all claims, demands, rights, liabilities, penalties, fees, and causes of action

of any nature or description that were alleged/asserted in the Action (whether in tort, contract, statute or otherwise) during the Class Period (“Released Class Claims”). The Released Class Claims include any and all claims, wage and hour claims, rights, demands, liabilities and causes of action of any nature or description alleged/asserted in the Action or arising from the facts and claims alleged/asserted in the Action. The Released Class Claims include all claims for missed meal and rest breaks in violation of Cal. Labor Code sections 226.7, 512, and 12 California Code of Regulations section 11050; failure to pay overtime compensation in violation of California Labor Code section 1194, et seq.; failure to provide proper wage statements in violation of California Labor Code section 226; failure to timely pay unpaid wages due at time of separation of employment in violation of California Labor Code sections 201-203; failure to reimburse business expenses in violation of California Labor Code section 2802; and violation of California Business & Professions Code sections 17200-17210, et seq., as well as claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; failure to properly calculate the regular rate of pay and associated claims; failure to timely pay final wages; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; deductions; failure to keep accurate records; unlawful deductions and/or withholdings from wages; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys’ fees and costs related to the Released Class Claims. The Released Class Claims

also include all claims arising under: California Labor Code sections 201-204, 204b, 204.1 204.2, 205, 205.5, 210, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 246, 248.5, 432, 500, 510, 512, 515, 516, 558, 1171, 1173, 1173.1, 1174, 1182.11, 1182.12, 1194, et seq., 1194.2, 1194.5, 1197, 1197.1, et seq., 1197.5, 1198, 1198.5, 2751, 2802, and the applicable Industrial Welfare Commission Wage Order(s) including section 3, 4, 7, 9, 11, 12, 20 of Wage Order No. 10-2001; and 12 California Code of Regulations section 11050. The Release shall also include all claims for failure to provide accurate itemized wage statements, failure to keep accurate records, for civil and statutory penalties, including wage statement penalties, and record keeping penalties. All Class Members shall be bound by this release unless they formally request exclusion from this Settlement by submitting a valid and timely Request for Exclusion or comparable documentation. However, Class Members that do not negotiate their Individual Settlement Payment checks do not release any claims under the federal Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 216 *et seq.* Except as set forth in Section 6.3 of this Agreement, Settlement Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period. This release excludes the release of claims not permitted by law, including but not limited to claims brought for workers’ compensation benefits.

6.3 Release by Non-Participating Class Members Who Are Aggrieved Employees:
When the court’s final approval order and judgment becomes final, and upon Defendants fully funding the Gross Settlement Amount, all Non-Participating Class Members, as well as Settlement Class Members, who are Aggrieved Employees are deemed to release the Released Parties from all claims for penalties under PAGA during the PAGA Period, including under Labor Code sections 558

and/or 2698-2699.8, et seq., predicated on any Labor Code violations alleged in the operative complaint (which include Labor Code sections 201-204, 210, 218.5, 221-223, 225.5, 226, 226.3, 226.7, 246, 248.5, 351, 353, 510, 512, 558, 1174, 1174.5, 1182.11, 1182.2, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699, or 2802), and the applicable Industrial Welfare Commission Wage Order(s) including section 3, 4, 7, 9, 11, 12, 20 of Wage Order No. 10-2001; or arising from the facts and claims alleged in the Action and/or Plaintiff's PAGA Notice, or that are based on any alleged failure to pay minimum, regular, or hourly wages, and/or alleged off-the-clock work; failure to pay overtime wages or accurate overtime wages; failure to pay timely wages during employment or upon separation; failure to provide accurate and/or complete wage statements; failure to maintain records. The Released PAGA Claims will NOT include any of the underlying wage and hour claims on which the PAGA penalties are premised.

7. MOTION FOR PRELIMINARY APPROVAL. Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the California Code of Civil Procedure, California Rules of Court, Riverside County Superior Court's Local Rules, the Court's current checklist for Preliminary Approvals, and any other applicable rules.

7.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from Class Counsel firm attesting to its

competency to represent the Class Members; (vi) Class Counsel's timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)), and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator, and/or the *cy pres* recipient. Plaintiff and Class Counsel shall aver in their Declarations that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for obtaining a prompt hearing date for the Motion for Preliminary Approval; expeditiously finalizing and filing the Motion for Preliminary Approval no later than 16 court days prior to the hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of

appointment, Apex Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. 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.

8.2 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.

8.3 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.

8.4 Notice to Class Members.

8.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods identified by the Class Data.

8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via First-Class U.S. Mail, the Class Notice, with Spanish translation, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National

Change of Address database.

8.4.3 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members' written Objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fifteen (15) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice by including a letter explaining the extended deadline.

8.4.5 If the Administrator, Defendant AGC or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out) from the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline, i.e., forty-five (45) calendar days after the Administrator mails the Class Notice, or fifteen (15) calendar days after any re-mailing of the Class Notice, whichever is later. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number, as well as the Class Member's signature. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid, if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Settlement Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions

of the Settlement, including the Settlement Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.

8.5.5 The Class Representative shall not opt-out of the Settlement and shall not submit a Request for Exclusion. The Class Representative agrees, by signing this Agreement, that she is accepting the terms of this Agreement.

8.6 Challenges to Calculation of Workweeks. Each Class Member and Aggrieved Employee shall have until the Response Deadline to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member and Aggrieved Employee in the Class Notice. The Class Member and/or Aggrieved Employee may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member and/or Aggrieved Employee to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the number(s) of Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member and Aggrieved Employee's allocation of Workweeks and/or PAGA Pay Periods

shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges, within three (3) business days of making the determination.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the Class Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Settlement Class Members may send written Objections to the Administrator, by fax, email, or mail. In the alternative, Settlement Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Settlement Class Member who elects to send a written Objection to the Administrator must do so not later than the Response Deadline. The Administrator shall immediately provide any such objections to Class Counsel and Defense Counsel, who in turn will submit any such objections to the Court with the motion for Final Approval. Settlement Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

8.7.3 Non-Participating Class Members have no right to object to any of the Class Settlement and/or this Agreement.

8.8 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.

8.8.1 Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member or Aggrieved Employee calls, faxes and emails, in English and Spanish.

8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review, on a rolling basis, Requests for Exclusion to ascertain their validity. Not later than five (5) calendar days after the expiration of the Response Deadline, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member or Aggrieved Employee challenges

over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.5 Administrator's Declaration. Not later than fourteen (14) calendar days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.6 Final Report by Settlement Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fourteen (14) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records,

Defendant estimates that, as of November 6, 2024, there were 79 Class Members and approximately 9,169 Workweeks collectively worked by the Settlement Class Members from October 27, 2019 through January 1, 2025. If the number of the aggregate Workweeks worked by Settlement Class Members during the Class Period is more than 10% greater than this figure (i.e., if there are more than 10,085 Workweeks worked by the Settlement Class), Defendant agrees to increase the Gross Settlement Amount on a proportional basis by the percentage by which the number of Workweeks exceeds 10% (i.e., if there was a 15% increase in the number of Workweeks worked by Settlement Class Members, Defendant would agree to increase the Gross Settlement Amount by 5%.) The funds paid pursuant to this Escalator Clause shall only be allocated towards the Net Settlement Amount.

10. DEFENDANT’S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel.

11. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), the Administrator’s Declaration, a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer via email or by telephone, and in good faith,

to resolve any disagreements concerning the Motion for Final Approval.

11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Settlement Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Settlement Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3 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.

11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Settlement Class Members who did not object to the Settlement as provided in this Agreement, 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 an objector 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.

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Settlement Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and aproposed amended judgment.

13. **ADDITIONAL PROVISIONS.**

13.1 No Admission of Liability, Class Certification 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 or PAGA Notice have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The

Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and the 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).

13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, Administrator accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to

that effect, with the exception of the Administrator. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit or otherwise encourage any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.4 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.

13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff 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 thereto.

13.6 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 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 mediator the Hon. Steven R. Denton and/or the Court for resolution.

- 13.7 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.
- 13.8 No Tax Advice. Plaintiff, Class Counsel, Defendant or Defense Counsel shall not provide 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.
- 13.9 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.
- 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11 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.
- 13.12 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.
- 13.13 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.
- 13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any

way that violates any existing contractual agreement, statute, or rule of court.
Not later than 90 days after the date when the Court discharges the
Administrator's obligation to provide a Declaration confirming the final pay out
of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of
Class Data received from Defendant unless, prior to the Court's discharge of the
Administrator's obligation, Defendant makes a written request to Class Counsel
for the return, rather than the destructions, of Class Data.

13.15 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.

13.16 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 Plaintiff:

LOYR, APC
Young W. Ryu, Esq.
young.ryu@loywr.com
Zachariah E. Moura, Esq.
zach.moura@loywr.com
Kee S. Mah, Esq.
kee.mah@loywr.com
1055 West 7th Street, Suite 2290
Los Angeles, California 90017
Telephone: (213) 318-5323
Facsimile: (800) 576-1170

To Defendant:

Fisher & Phillips LLP
Andrew C. Crane
acrane@fisherphillips.com
Nelly Pineda
npineda@fisherphillips.com
2050 Main Street, Suite 1000
Irvine, CA 92614

T: (949) 798-2116

13.17 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.

13.18 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.

List of Exhibits: The following exhibit is attached to this Settlement Agreement:

Exhibit A – Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval

SIGNATURES - READ CAREFULLY BEFORE SIGNING

PLAINTIFF: Martha Jimenez

Dated: 2/12/2025


Martha Jimenez (Feb 13, 2025 16:42 PST)

DEFENDANT: Avondale Golf Club

Dated: _____

Jon Woodson, President of Avondale Golf Club

APPROVED AS TO FORM:

Dated: 2/12/2025

LOYR, APC


By: _____
Young W. Ryu
Zachariah E. Moura
Kee S. Mah
Harley S. Phleger
Attorneys for Plaintiff MARTHA JIMENEZ

Dated: _____

Fisher & Phillips LLP

By: _____
Andrew C. Crane
Nelly Pineda
Attorneys for Defendant AVONDALE GOLF CLUB

SIGNATURES - READ CAREFULLY BEFORE SIGNING

PLAINTIFF: Martha Jimenez

Dated: _____

Martha Jimenez

DEFENDANT: Avondale Golf Club

Dated: 2/12/2025 _____

Jon Woodson - President

Jon Woodson, President of Avondale Golf Club

APPROVED AS TO FORM:

Dated: _____

LOYR, APC

By: _____
Young W. Ryu
Zachariah E. Moura
Kee S. Mah
Harley S. Phleger
Attorneys for Plaintiff MARTHA JIMENEZ

Dated: 2/12/2025 _____

Fisher & Phillips LLP

Nelly Pineda
By: _____
Andrew C. Crane
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Attorneys for Defendant AVONDALE GOLF CLUB

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Martha Jimenez v. Avondale Golf Club et al.
Riverside Superior Court Case No. CVRI2305782

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Avondale Golf Club (“AGC”) for alleged wage and hour violations. The Action was filed by former AGC employee Martha Jimenez (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for AGC during the Class Period (October 27, 2019 to January 1, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for AGC during the PAGA Period (October 16, 2022 through January 1, 2025) (“Aggrieved Employees”). AGC strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws, and no Court has decided that AGC violated applicable law in any way concerning the allegations in the Action.

The proposed Settlement has two main parts: (1) a Class Settlement requiring AGC to fund Individual Class Payments, and (2) a PAGA Settlement requiring AGC to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on AGC’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to AGC’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on AGC’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires AGC to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against AGC.

If you worked for AGC during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against AGC.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against AGC, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

AGC will not retaliate against you for any actions you take with respect to the proposed Settlement.

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against AGC that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is 	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. AGC must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class

	Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to AGC's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former AGC employee. The Action accuses AGC of violating California labor laws by failing to pay minimum, regular and overtime wages; failing to provide meal periods and rest breaks and failing to pay premiums therefor; failing to pay wages due upon termination and reimbursable expenses; and failing to provide accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff also alleged related violations of California's unfair competition laws. Plaintiff is represented by attorneys in the Action: Young Ryu, Esq. and Zachariah Moura, Esq. of LOYR, APC ("Class Counsel.")

AGC strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether AGC or Plaintiff is correct on the merits. In the meantime, Plaintiff and AGC hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and AGC have negotiated a proposed Settlement that is subject to the Court's Final

Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, AGC does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) AGC has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. AGC Will Pay \$485,000 as the Gross Settlement Amount (Gross Settlement). AGC has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, AGC will fund the Gross Settlement not more than fifteen [15] days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$161,666.67 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$4,690 to the Administrator for services administering the Settlement.
 - D. Up to \$48,500 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Class Size Estimates and Escalator Clause. Based on its records, AGC estimates that there were 79 Class Members and 9,169 Workweeks collectively worked by the Settlement Class Members from October 27, 2019 through January 1, 2025. If the number of the aggregate Workweeks worked by Settlement Class Members during the Class Period is more than 10% greater than this figure (i.e., if there are more than 10,085 Workweeks worked by the Settlement Class), AGC agree to increase the Gross Settlement Amount on a proportional basis by the percentage by which the number of Workweeks exceeds 10% (i.e., if there was a 15% increase in the number of Workweeks worked by Settlement Class Members, AGC would agree to increase the Gross Settlement Amount by 5%.) The funds paid pursuant to this Escalator Clause shall only be allocated towards the Net Settlement Amount.
4. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
5. Taxes Owed on Payments to Class Members. Plaintiff and AGC are asking the Court to approve an allocation of 33.33% of each Individual Class Payment to taxable wages (“Wage Portion”) and 66.67% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (AGC will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and AGC have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

6. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

7. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion

should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against AGC.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against AGC based on the PAGA Period facts alleged in the Action.

8. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and AGC have agreed that, in either case, the Settlement will be void: AGC will not pay any money and Class Members will not release any claims against AGC.
9. Administrator. The Court has appointed a neutral company, APEX Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
10. Participating Class Members' Release. After the Judgment is final and AGC has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against AGC or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members shall release shall release Defendant Avondale Golf Club and its past or present officers, directors, shareholder, employees, agents, principals, heirs, representatives, accountants, auditors, attorneys, consultants, insurers, and their respective successors and predecessors in interest, assigns, subsidiaries, affiliates, and parents (the "Released Parties") from all claims, demands, rights, liabilities, penalties, fees, and causes of action of any nature or description that were alleged/asserted in the Action (whether in tort, contract, statute or otherwise) during the Class Period ("Released Class Claims"). The Released Class Claims include any and all claims, wage and hour claims, rights, demands, liabilities and causes of action of any nature or description alleged/asserted in the Action or arising from the facts and claims alleged/asserted in the Action. The Released Class Claims include all claims for missed meal and

rest breaks in violation of Cal. Labor Code sections 226.7, 512, and 12 California Code of Regulations section 11050; failure to pay overtime compensation in violation of California Labor Code section 1194, et seq.; failure to provide proper wage statements in violation of California Labor Code section 226; failure to timely pay unpaid wages due at time of separation of employment in violation of California Labor Code sections 201-203; failure to reimburse business expenses in violation of California Labor Code section 2802; and violation of California Business & Professions Code sections 17200, et seq., as well as claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; failure to properly calculate the regular rate of pay and associated claims; failure to timely pay final wages; missed/short/late/ interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; deductions; failure to keep accurate records; unlawful deductions and/or withholdings from wages; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs related to the Released Class Claims. The Released Class Claims also include all claims arising under: California Labor Code sections 201-204, 204b, 204.1 204.2, 205, 205.5, 210, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 246, 248.5, 432, 500, 510, 512, 515, 516, 558, 1171, 1173, 1173.1, 1174, 1182.11, 1182.12, 1194, et seq., 1194.2, 1194.5, 1197, 1197.1, et seq., 1197.5, 1198, 1198.5, 2751, 2802, and the applicable Industrial Welfare Commission Wage Order(s) including section 3, 4, 7, 9, 11, 12, 20 of Wage Order No. 10-2001; and 12 California Code of Regulations section 11050. The Release shall also include all claims for failure to provide accurate itemized wage statements, failure to keep accurate records, for civil and statutory penalties, including wage statement penalties, and record keeping penalties. All Class Members shall be bound by this release unless they formally request exclusion from this Settlement by submitting a valid and timely Request for Exclusion or comparable documentation. However, Class Members that do not negotiate their Individual Settlement Payment checks do not release any claims under the federal Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 216 et seq. Except as set forth in Section 6.3 of this Agreement, Settlement Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. This release excludes the release of claims not permitted by law, including but not limited to claims brought for workers' compensation benefits.

11. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and AGC has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against AGC, whether

or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against AGC or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released Parties from all claims for penalties under PAGA during the PAGA Period, including under Labor Code sections 558 and/or 2698-2699.8, et seq., predicated on any Labor Code violations alleged in the operative complaint (which include Labor Code sections 201-204, 210, 218.5, 221-223, 225.5, 226, 226.3, 226.7, 246, 248.5, 351, 353, 510, 512, 558, 1174, 1174.5, 1182.11, 1182.2, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699, or 2802), and the applicable Industrial Welfare Commission Wage Order(s) including section 3, 4, 7, 9, 11, 12, 20 of Wage Order No. 10-2001; or arising from the facts and claims alleged in the Action and/or Plaintiff's PAGA Notice, or that are based on any alleged failure to pay minimum, regular, or hourly wages, and/or alleged off-the-clock work; failure to pay overtime wages or accurate overtime wages; failure to pay timely wages during employment or upon separation; failure to provide accurate and/or complete wage statements; failure to maintain records. The Released PAGA Claims will NOT include any of the underlying wage and hour claims on which the PAGA penalties are premised.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,125 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in AGC's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The

Administrator will accept AGC's calculation of Workweeks and/or Pay Periods based on AGC's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and AGC's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Martha Jimenez v. Avondale Golf Club et al.*, Riverside Superior Court Case No. CVRI2305782, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and AGC are asking the Court to approve. At least [REDACTED] days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award.

Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [redacted] (url) [redacted] or the Court's website [redacted] (url) [redacted].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [redacted].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Martha Jimenez v. Avondale Golf Club et al.*, Riverside Superior Court Case No. CVRI2305782, and include your name, current address, telephone number, and approximate dates of employment for AGC and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [redacted] at (time) in Department 1 of the Riverside Superior Court, located at 4050 Main Street, Riverside, CA 92501. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually (<https://www.riverside.courts.ca.gov/remoteppearance>.) Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [redacted] (url) [redacted] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything AGC and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to APEX Class Action Administration's website at [redacted] (url) [redacted]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://epublic-access.riverside.courts.ca.gov/public-portal/>) and entering the Case Number for the Action, Case No. CVRI2305782. You can also make an appointment to personally review court documents in the Clerk's Office at the Riverside Historic Courthouse by calling (951) 777-3147.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Class Counsel:

Name of Attorney: Young Ryu, Esq.

Email Address: young.ryu@loywr.com

Name of Firm: LOYR, APC

Mailing Address: 1055 W 7th Street, Suite 2290, Los Angeles, CA 90017

Telephone: (213) 318-5323

Settlement Administrator:

Name of Company: APEX Class Action Administration

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California Controller's Unclaimed Property Fund at https://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.