

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

HANS HOERNER. individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

THE LOS ANGELES COUNTRY CLUB, a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. 24STCV16127

PAGA SETTLEMENT AGREEMENT

ASSIGNED FOR ALL PURPOSES TO: Hon.
Elaine Lu, Dept. 9

Complaint Filed: June 27, 2024

1 This Private Attorney General Act (“PAGA”) Settlement Agreement and Release of Claims is
2 entered into by and between Plaintiff Hans Hoerner (“Plaintiff”) and The Los Angeles Country Club
3 (“Defendant”) (Plaintiff and Defendant collectively, “the Parties,” and individually “Party”) and is
4 approved by their respective counsels of record, subject to the terms and conditions hereof and the
5 Court’s approval.

6 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
7 concluded by agreement of Defendant to pay the settlement amount of One Hundred and Sixty
8 Thousand Dollars (\$160,000.00) as provided in Section 12 below (“Gross Settlement Amount”)
9 pursuant to the terms and conditions of this Agreement and for consideration set forth herein, including
10 but not limited to, a release of all claims by Plaintiff and the Aggrieved Employees as set forth herein.

11 **A. Definitions**

12 As used herein, for the purposes of this Settlement Agreement only, the following terms shall
13 be defined as set forth below:

14 1. “Action” or “Lawsuit” means and refers to the case entitled *Hans Hoerner v. The Los*
15 *Angeles Country Club*, pending in the Superior Court for the State of California, County of Los
16 Angeles, Case No. 24STCV16127.

17 2. “Aggrieved Employees” or “PAGA Group” means all current and former hourly-paid
18 or non-exempt employees of Defendant in California employed during the PAGA Period.

19 3. “Aggrieved Employees Address Search” means the Settlement Administrator’s
20 investigation and search for current Aggrieved Employees mailing addresses using all reasonably
21 available sources, methods and means including, but not limited to, the National Change of Address
22 database, skip traces, and direct contact by the Settlement Administrator with Aggrieved Employees.

23 4. “Agreement” or “Settlement Agreement” means this Private Attorney General Act
24 (Labor Code section 2698 *et seq.*) Settlement Agreement and Limited Release.

25 5. “Approval” refers to the order of the Court granting approval of this Settlement
26 Agreement and entering a judgment approving this Settlement Agreement on substantially the terms
27 provided herein or as the same may be modified by subsequent written agreement of the Parties.

28 6. “Attorneys’ Costs” or “Litigation Costs” means the amount to be reimbursed to PAGA

Counsel for their litigation costs and expenses incurred to prosecute the Action. Attorneys' Costs shall not exceed \$28,000.

7. "Attorneys' Fees" means the amount to be awarded to PAGA Counsel for the work they have performed in furtherance of the Action. Attorneys' Fees shall not exceed \$53,333.33, which represents one-third of the Gross Settlement Amount.

8. "Complaint(s)" refers to any complaint filed by Plaintiff in the Action, including the operative First Amended Complaint in the Action.

9. "Court" or "Judge" means the Superior Court of California, County of Los Angeles.

10. "Defendant" means the defendant in the Action, The Los Angeles Country Club.

11. "Defense Counsel" means Atkinson, Andelson, Loya, Ruud & Romo, the attorneys representing Defendant in the Action.

12. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order granting approval of the Settlement; and (b) the Judgment is final. If there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court shall be the date the Settlement is Final. If there is an intervener, but no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment shall be the date the Settlement is Final. If there is no intervener in the Action, the date the Court enters an order approving this Settlement shall be the date the Settlement is Final. For purposes of this Agreement, "becomes final and is no longer appealable" shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the order and judgment approving this Agreement may be timely filed and none is filed (*i.e.*, 60 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in a any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Agreement passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Agreement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Agreement is affirmed.

13. “Gross Settlement Amount” means \$160,000.00, which is the maximum total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff’s Enhancement Award, Attorneys’ Fees, Attorneys’ Costs, and the Settlement Administration Costs.

14. “Individual PAGA Payment” means the Aggrieved Employees’ pro rata share of the 35% of the Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

15. “Judgment” means the judgment entered by the Court based upon the Approval Order.

16. “LWDA” means the California Labor and Workforce Development Agency.

17. “LWDA PAGA Payment” means the 65% of the Net Settlement Amount paid to the Labor and Workforce Development Agency’s (“LWDA”) under Labor Code section 2699, subd. (i).

18. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Plaintiff’s Enhancement Award, Attorneys’ Fees, Attorneys’ Costs, and the Settlement Administration Costs. The remainder is the total amount of PAGA civil penalties to be paid under the Settlement, which will be allocated 65% to the LWDA and 35% to the Aggrieved Employees in settlement of PAGA claims.

19. “PAGA” means the California Private Attorneys General Act of 2004, California Labor Code §§ 2698 et seq.

20. “PAGA Counsel” refers to MOON LAW GROUP, PC.

21. “PAGA Notice” means Plaintiff’s June 22, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a), attached hereto as Exhibit A, and fully incorporated herein by reference.

22. “PAGA Penalties” means the total amount of civil penalties that the Parties have agreed will be paid from the Gross Settlement Amount to settle the PAGA Claims, allocated 65% of the Net Settlement Amount to the LWDA in accordance with PAGA, and 35% of the Net Settlement Amount for the individual PAGA payments to Aggrieved Employees.

23. “PAGA Period” shall run from June 22, 2023 through January 22, 2026.

1 24. “Parties” mean Plaintiff and Defendant, collectively.

2 25. “Pay Period” means any pay period during which an Aggrieved Employee was
3 employed by Defendant for at least one day during the PAGA Period.

4 26. “Plaintiff” means and refers to the named plaintiff in the Action and the PAGA class
5 representative, Hans Hoerner.

6 27. “QSF” means the Qualified Settlement Fund set up by the Settlement Administrator for
7 the benefit of the Aggrieved Employees, and from which the settlement payments shall be made, and
8 which is intended to be a fund that qualifies under Internal Revenue Code Sec. 468.

9 28. “Release” shall mean the release and discharge of the PAGA Released Claims by
10 Plaintiff, the State of California, and all of the Aggrieved Employees. The res judicata effect of the
11 judgment will be the same as that of the Release of the PAGA Released Claims.

12 29. “Released Claims” means the claims being released by Plaintiff and Aggrieved
13 Employees, including the PAGA claims that Plaintiff alleged or could have alleged against the
14 Released Parties, on behalf of the Aggrieved Employees and the State of California, based on the facts
15 stated in the Operative Complaint and in the LWDA PAGA Notice letter, or that could have been
16 asserted based on those facts, including but not limited to all PAGA claims seeking civil penalties
17 premised upon: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to
18 provide meal periods; (4) failure to permit rest breaks; (5) failure to indemnify necessary business
19 expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized
20 wage statements; (8) unfair business practices; and for any other (9) civil penalties recoverable under
21 the Private Attorneys General Act, Labor Code §§ 2698 et seq.

22 30. “Released Parties” means Defendant The Los Angeles Country Club, and each of its
23 former and/or present directors, trustees, officers, shareholders, owners, members, attorneys,
24 fiduciaries, administrators, insurers, predecessors, successors, assigns, partners, representatives,
25 subsidiaries, parents, affiliates, agents, employees, contractors, consultants and any other entities that
26 could be considered to have jointly employed the PAGA Group (including, without limitation, any
27 investment bankers, accountants, reinsurers and any past, present or future affiliated entities, joint
28 ventures and assigns).

31. “Settlement” means the disposition of the Action effected by this Settlement Agreement and the Judgment.

32. “Settlement Administrator” means and refers to Phoenix Class Action Administration Solutions (“Phoenix”) the third-party class action settlement administrator agreed to by the Parties, that will provide the Notice to the Aggrieved Employees of the Settlement and distribute the settlement amounts as described in this Settlement Agreement.

33. “Settlement Administration Costs” means the amount the Settlement Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in administering the Settlement in accordance with this Agreement.

34. “Settlement Agreement” means this PAGA Settlement Agreement and Release of Claims.

35. “Aggrieved Employee Data” or “PAGA Data” mean a complete list that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator on spreadsheets and shall include the PAGA Members’ full names; last known addresses; Social Security Numbers; and either the total Pay Periods Worked during the PAGA Period for each Aggrieved Employee, or the start and end date of employment for each Aggrieved Employee.

36. “Service Payment” means the amount approved by the Court to be paid from the Gross Settlement Amount to the Plaintiff as the PAGA representative for the Aggrieved Employees, in addition to Plaintiff’s portion of the Settlement Payments as an Aggrieved Employee.

B. Recitals

1. Pursuant to Labor Code section 2699.3(a), Plaintiff timely gave written notice to Defendant and the LWDA by sending a LWDA notice letter on June 22, 2024 (“PAGA Notice”) alleging Defendant violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 512, 1194, 1194.2, 1197, 1198, 2699, 2802, and Business & Professions Code section 17200 et seq.

2. On June 27, 2024, Plaintiff commenced this Action by filing a Complaint alleging the following causes of action against Defendant: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize

1 and Permit Rest Breaks [Cal. Lab. Code § 226.7, 512]; (5) Failure to Indemnify Necessary Business
2 Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab.
3 Code §§ 201- 203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
4 and (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]. On August 29, 2024,
5 Plaintiff filed a first amended complaint, alleging additional cause of action for Civil Penalties Under
6 PAGA [Cal. Lab. Code § 2699, et seq.].

7 3. On January 2, 2025, Plaintiff dismissed his remaining class action claims. Thus, the
8 Action consists solely of Plaintiff's cause of action for civil penalties under PAGA.

9 4. On January 22, 2026, Plaintiff and Defendant participated in mediation before Steven
10 Rottman, a well-respected wage and hour mediator. The Parties reached a PAGA Settlement for the
11 resolution of the entire Action.

12 5. Prior to mediation and negotiating the Settlement, Plaintiff obtained through informal
13 discovery the time and payroll records for the Aggrieved Employees, the number of Pay Periods and
14 Aggrieved Employees in the PAGA Period, relevant excerpts of Defendant's employment policies and
15 handbook, and other relevant documents. Plaintiff retained an expert to analyze the records produced
16 by Defendant.

17 6. The Parties agree that neither the Parties' Settlement, this Settlement Agreement, nor
18 the acts to be performed or judgments to be entered pursuant to the terms of the Settlement and this
19 Settlement Agreement, shall be construed as an admission by Defendant of any wrongdoing or
20 violation of any statute or law or liability on the claims or allegations in the Action. Defendant denies
21 the allegations in the First Amended Complaint, denies any failure to comply with the laws identified
22 in the First Amended Complaint and denies any and all liability for the causes of action alleged. This
23 Agreement represents a compromise and settlement of highly disputed claims. Nothing in this
24 Agreement is intended or will be construed as an admission by Defendant that the claims in the Action
25 of Plaintiff or the Aggrieved Employees have merit or that Defendant bears any liability to Plaintiff or
26 the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiff that
27 Defendant's defenses in the Action have merit.

28 7. The Parties, PAGA 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.

C. Terms of Settlement

1. Financial Terms. The financial terms of the Settlement are as follows:

(a) Gross Settlement Amount: The Parties agree to settle this Action for One Hundred and Sixty Thousand Dollars and Zero Cents (\$160,000.00.00) (“the Gross Settlement Amount”). The Gross Settlement Amount is the maximum amount that Defendant will pay, and includes: (1) PAGA Counsel’s fees; (2) PAGA Counsel’s costs; (3) Settlement Administration expenses and fees; (4) the PAGA payment to the LWDA; (5) enhancement award to Plaintiff; and (7) payments to the Aggrieved Employees.

(b) Net Settlement Amount: The “Net Settlement Amount” is defined as the Gross Settlement Amount less: (1) PAGA Counsel’s fees; (2) PAGA Counsel’s costs; (3) Settlement Administration expenses; (4) Settlement Administration fees; and (5) any enhancement payment to Plaintiff.

2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Settlement Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

(a) To PAGA Counsel: Defendant agrees to not oppose a request by PAGA Counsel to the Court for an award of attorneys’ fees of not more than one third (1/3) of the Gross Settlement Amount (Fifty-Three Thousand, Three Hundred and Thirty Three Dollars and Thirty Three Cents (\$53,333.33)), plus reasonable litigation costs not to exceed Twenty-Eight Thousand Dollars and Zero Cents (\$28,000) (“Attorneys’ Fees and Cost Award”), subject to Court approval. The Attorneys’ Fees and Cost Award shall be paid from the Gross Settlement Amount, and Defendant shall have no further obligation to pay any attorneys’ fees, costs, or expenses to PAGA Counsel. Should the Court approve a lesser amount than that sought by PAGA Counsel, the difference shall be added to the Net Settlement Amount to be distributed to Aggrieved Employees. The Parties agree that any amount awarded as attorneys’ fees and costs to PAGA Counsel less than the requested amount shall not be a basis for PAGA Counsel to rescind or otherwise void this Settlement Agreement. The

1 Settlement Administrator shall issue to PAGA Counsel an IRS Form 1099 reflecting the amount of
2 attorneys' fees and costs awarded by the Court, as well as any other IRS tax form required by law.

3 (b) To the Settlement Administrator: Settlement Administration Costs not to
4 exceed \$4,000.00 except for a showing of good cause and as approved by the Court. To the extent the
5 Settlement Administration Costs are less or the Court approves payment less than \$4,000.00, the
6 Settlement Administrator will retain the remainder in the Net Settlement Amount.

7 (c) To the LWDA and Aggrieved Employees: The Net Settlement Amount will be
8 distributed amongst Aggrieved Employees and the LWDA, with 65% allocated to the LWDA PAGA
9 Payment and 35% allocated to the Individual PAGA Payments.

10 i. The Settlement Administrator will calculate each Individual PAGA
11 Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of the Net Settlement
12 Amount by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA
13 Period and (b) multiplying the result by each Aggrieved Employee's Pay Periods. Aggrieved
14 Employees assume full responsibility and liability for any taxes owed on their Individual PAGA
15 Payments.

16 ii. All payments to Aggrieved Employees under this Settlement shall be
17 characterized as non-wage penalties, and the Settlement Administrator will report the Individual
18 PAGA Payments on IRS 1099 Forms.

19 (d) Service Payment to Plaintiff: The amount, if any, awarded to the Plaintiff as a
20 Service Payment will be set by the Court in its discretion, not to exceed \$7,500.00, in exchange for
21 the services Plaintiff performed on behalf of the Aggrieved Employees (including taking steps to
22 support the Settlement) and for entering into the general and expansive release discussed hereinafter.
23 Defendant agrees not to oppose this Service Payment request so long as Plaintiff does not take any
24 action, directly or indirectly, to undercut this Settlement. The Service Payment to Plaintiff will be
25 paid out of the Gross Settlement Amount. Plaintiff will be issued IRS Form 1099 in connection with
26 this payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on
27 this Service Payment. The Parties agree that any amount awarded as the Service Payment to Plaintiff
28 less than the requested amount shall not be a basis for PAGA Counsel to void this Settlement

1 Agreement or to appeal this aspect of the Court's ruling. Should the Court approve a lesser amount
2 for the Service Payment, the difference shall be added to the Net Settlement Amount to be distributed
3 to the Aggrieved Employees.

4 3. Tax Liability: PAGA Counsel, Defendant, and Defense Counsel make no
5 representations as to the tax treatment or legal effect of Settlement Amounts called for hereunder, and
6 Plaintiff and the Aggrieved Employees are not relying on any statement or representation by PAGA
7 Counsel, Defendant, or Defense Counsel in this regard. Plaintiff and Aggrieved Employees
8 understand and agree that they will be solely responsible for the payment of any taxes and penalties
9 assessed on their respective Settlement amounts and payments described herein. IRS Forms 1099 will
10 be distributed at the times and in the manner required by the Internal Revenue Code of 1986 (the
11 "Code") and consistent with this Settlement Agreement. If the Code, the regulations promulgated
12 thereunder, or other applicable tax law, are changed after the date of this Settlement Agreement, the
13 processes set forth in this section of this Settlement Agreement may be modified in a manner to bring
14 Defendant into compliance with any such changes. Plaintiff and Aggrieved Employees understand
15 and agree that they will hold Defendant harmless from and against any claims resulting from treatment
16 of such payments as non-taxable damages.

17 4. CIRCULAR 230 DISCLAIMER: EACH PARTY TO THIS SETTLEMENT
18 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND
19 EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE
20 ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES
21 THAT: (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN
22 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
23 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY
24 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
25 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
26 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
27 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN,
28 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN

1 CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO
2 THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY
3 OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS
4 NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
5 ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT
6 MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR
7 ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS
8 THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES
9 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
10 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
11 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
12 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

13 5. "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under no
14 circumstances will any portion of the Gross Settlement Amount revert to Defendant. Aggrieved
15 Employees will not have to make a claim in order to receive their share of PAGA Penalties.
16 Distributions, in the form of Individual Settlement Payments, will be made directly to each Aggrieved
17 Employee. The Settlement Administrator shall be responsible for accurately and timely reporting and
18 remittance obligations with respect to unclaimed funds as a result of an Aggrieved Employee not
19 cashing an Individual Settlement Payment by the check cashing deadline, as set forth herein.

20 **D. Settlement Administration and Funding**

21 1. Escalator Clause: Defendant represents that there is a total of 14,000 pay periods during
22 the PAGA Period. In the event of an increase in pay periods of more than 10% from original estimate
23 of 14,000 pay periods during the PAGA Period, specifically, if the number of pay periods in the
24 PAGA Period is 15,400 or more, the Gross Settlement Amount shall be increased by the percentage
25 that the actual number of pay periods exceeds 15,400. However, should the number of pay periods
26 exceed 15,400, Defendant will have the right, in the exercise of its sole discretion, to limit the PAGA
27 Period to the time at which the number of pay periods reaches 15,400. If Defendant elects to limit the
28 PAGA Period to a time at which the number of pay periods reaches 15,400, Defendant must provide

1 written notice of the modified end date of the PAGA Period.

2 2. Appointment of Settlement Administrator. The Parties have agreed to the appointment
3 of the Settlement Administrator to perform the duties of a settlement administrator, including mailing
4 the Notice, using standard devices to obtain forwarding addresses, independently reviewing and
5 verifying documentation associated with any claims, resolving any disputes regarding the calculation
6 or application of the formula for determining the Individual Settlement Payments, drafting and mailing
7 the settlement checks to Aggrieved Employees, issuing 1099 Tax Forms, performing unclaimed funds
8 due diligence, reporting and performing remittance obligations, and performing such other tasks as set
9 forth herein, including preparing a report and accounting of the Settlement after distribution, or as the
10 Parties mutually agree or that the Court orders. The Settlement Administrator shall also be responsible
11 for issuing to Plaintiff, Aggrieved Employees, and PAGA Counsel any 1099, or other tax forms as
12 may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
13 Administrator shall also be responsible for setting up all necessary tax accounts and forwarding all
14 payroll taxes and penalties to the appropriate government authorities.

15 3. Aggrieved Employee Data. Within fifteen (15) business days of the later of the
16 Effective Date or the date the Settlement Administrator provides Defendant with instructions for
17 securely transferring the Aggrieved Employee Data to the Settlement Administrator, Defendant will
18 deliver the Aggrieved Employee Data to the Settlement Administrator, in the form of a Microsoft
19 Excel spreadsheet. The Settlement Administrator will run a check of the PAGA Members' addresses
20 against those on file with the U.S. Postal Service's National Change of Address Database. To protect
21 Aggrieved Employees' privacy rights, the Settlement Administrator must maintain the Aggrieved
22 Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement
23 and for no other purpose, and restrict access to the Aggrieved Employee Data to the Settlement
24 Administrator employees who need access to the Aggrieved Employee Data to effect and perform
25 under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it
26 discovers that the Aggrieved Employee Data omitted Aggrieved Employee identifying information
27 and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without
28 any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the

1 Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good
2 faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee
3 Data. PAGA Counsel agrees that it shall not view the Aggrieved Employee Data, and that if it obtains
4 the Aggrieved Employee Data, it will immediately delete the data and inform the Settlement
5 Administrator and Defense Counsel of the disclosure and the steps it took to delete the Aggrieved
6 Employee Data. The Parties agree that PAGA Counsel may communicate with the Settlement
7 Administrator to confirm the number of Aggrieved Employees and total pay periods in the PAGA
8 Period. Although PAGA Counsel will not be provided with the list of PAGA Data, nothing herein
9 shall prevent PAGA Counsel from communicating with Aggrieved Employees regarding the Action
10 and settlement.

11 4. Notice. The Notice, a draft of which is attached hereto as Exhibit B and fully
12 incorporated herein by reference, shall be sent by the Settlement Administrator after it is approved by
13 the Court to the Aggrieved Employees, by first class mail, in English, within ten (10) calendar days
14 following the Settlement Administrator's receipt of the PAGA Data. The Settlement Administrator
15 shall use standard devices, including a skip trace, to obtain forwarding addresses of Aggrieved
16 Employees if any envelopes are returned.

17 5. Returned Notices of Settlement. The Settlement Administrator will take steps to ensure
18 that the Notice is received by all Aggrieved Employees, including utilization of the National Change
19 of Address Database maintained by the United States Postal Service to review the accuracy of and, if
20 possible, update a mailing address. Notices of Settlement will be re-mailed to any Aggrieved
21 Employee for whom an updated address is located within ten (10) calendar days following both the
22 Settlement Administrator learning of the failed mailing and its receipt of the updated address.

23 6. Disputes Regarding Information on Notices of Settlement. Aggrieved Employees may
24 not opt-out of the PAGA Released Claims. The Notice will inform Aggrieved Employees of his/her
25 estimated Individual Settlement Payment and the number of pay periods worked during the PAGA
26 Period. Aggrieved Employees may dispute their Pay Periods Worked if they feel they should be
27 credited with more than represented on the Notice by timely submitting evidence to the Settlement
28 Administrator. Defendant's records will be presumed determinative absent reliable evidence to rebut

Defendant's records, but the Settlement Administrator will evaluate the evidence submitted by the Aggrieved Employee and provide the evidence submitted to PAGA Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to determine the Aggrieved Employee's actual number of pay periods and Individual Settlement Payment. If PAGA Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Settlement Administrator to render a final decision. Aggrieved Employees will have until the Notice Response Deadline to dispute Pay Periods Worked unless extended by the Court. In the event that the Settlement Administrator increases the number of Pay Periods Worked for any Aggrieved Employee, then the Settlement Administrator will recalculate the Participating Aggrieved Employees' Individual Settlement Payments; accordingly, in no event will Defendant be required to increase the Gross Settlement Amount.

7. Declaration of Due Diligence. The Settlement Administrator shall provide counsel for the Parties, at least twenty (20) calendar days prior to the compliance hearing for the Settlement with the Court, a declaration of due diligence and proof of mailing with regard to the mailing of the Notices of Settlement.

8. Disputes Regarding Settlement Administration. Any and all disputes relating to administration of this settlement by the Settlement Administrator (except for disputes regarding PAGA data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until Plaintiff and Defendant notify the Court that all payments and obligations contemplated by this Settlement Agreement have been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of Court intervention.

9. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator no later than fourteen (14) calendar days after the later of the Effective Date. Once Defendant has complied with its obligation set forth in this paragraph, it shall be deemed to have satisfied all of the terms and conditions of this Settlement Agreement, shall be entitled to all the protections afforded it under this Settlement Agreement, and shall have no further obligations under this Settlement Agreement, regardless of what occurs with respect to the further administration of the Settlement. The Settlement Administrator (and not

1 Defendant) shall issue the applicable IRS Form 1099, or any other required tax forms, reflecting all
2 payments to the Aggrieved Employees.

3 10. Distribution of Funds. No later than ten (10) calendar days after Defendant funds the
4 Gross Settlement Amount, the Settlement Administrator will mail checks for all Individual PAGA
5 Payments, the LWDA PAGA Payment, Attorneys' Fees, and Litigation Costs. Disbursement of the
6 Administration Expenses Payment, the LWDA PAGA Payment and PAGA Counsel's Attorneys' Fees
7 and Litigation Costs should not precede disbursement of Individual PAGA Payments.

8 11. Deadline for Cashing Settlement Checks. Aggrieved Employees shall have one
9 hundred eighty (180) calendar days after mailing by the Settlement Administrator to cash each
10 settlement check. If any Aggrieved Employee's check is not cashed within that period, the check will
11 be void and a stop-payment will be issued, and the Settlement Administrator shall issue the unclaimed
12 funds to the California State Controller's Office in the name of the Aggrieved Employee. The Release
13 will be binding upon all Aggrieved Employees who do not cash their checks within the one hundred
14 eighty (180) calendar days period. In the event that any settlement check is returned to the Settlement
15 Administrator within one hundred eighty (180) calendar days of mailing, the Settlement Administrator
16 will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to
17 locate the individual, and notify Defense Counsel and PAGA Counsel of the results. If a new address
18 is located by these means, the Administrator will have ten (10) business days to re-issue the check.
19 Neither Defendant, Defense Counsel, PAGA Counsel, Plaintiff, nor the Settlement Administrator will
20 have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or
21 unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event an
22 Aggrieved Employee notifies the Settlement Administrator that he or she believes that a settlement
23 check has been lost or stolen, the Settlement Administrator shall immediately stop payment on such
24 check. If the check in question has not been negotiated prior to the stop payment order, the Settlement
25 Administrator will issue a replacement check.

26 12. Notice of Judgment. The Settlement Administrator shall give the Aggrieved
27 Employees notice of the entry of Judgment on a postcard or letter that will be included with the
28 Individual PAGA Payments.

13. Limitations on Liability. No person shall have any claim against Defendant or the Released Parties, Defendant's Counsel, PAGA Counsel, or the Settlement Administrator based on mailings, distributions, payments or reports made in accordance with or pursuant to this Settlement Agreement. This provision does not, however, prevent a Party from seeking enforcement of this Settlement Agreement.

E. Release by Plaintiff and Aggrieved Employees of PAGA Claims.

1. Effect of Release. Upon entry of the Approval Order and on the date when Defendant fully funds the entire Gross Settlement Amount, and except as to such rights or claims as may be created by this Settlement Agreement, the Aggrieved Employees will forever completely release and discharge the Released Parties from the Released Claims for the PAGA Period, including from all claims, transactions, occurrences, or penalties under the California Private Attorneys' General Act (Labor Code section 2698, et seq.) that were or could have been sought by the Labor Commissioner for the violations identified and facts contained in the Operative Complaint filed in the Action and in Plaintiff's PAGA Notice, that accrued at any time during the PAGA Period. It is the intent of the Parties that the Approval Order and judgment entered by the Court shall have full equitable and collateral estoppel and res judicata effect and be final and binding upon the Aggrieved Employees.

2. Binds LWDA. Upon entry of the Final Approval Order, Plaintiff, standing in the shoes of the Labor Commissioner/LWDA, and on behalf of the State of California and all Aggrieved Employees, will forever completely release and discharge the Released Parties from the PAGA Released Claims for the PAGA Period. It is the intent of the Parties that the Final Approval Order and judgment entered by the Court shall have full equitable and collateral estoppel and res judicata effect and be final and binding upon Aggrieved Employees regarding the PAGA Released Claims.

3. Representative Execution. Each Aggrieved Employee and the LWDA will be deemed to have made the foregoing Release as if by manually signing it. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for penalties under the California Private Attorneys' General Act (Labor Code section 2698, et seq.) that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in, and

1 that could have been sought by the Labor Commissioner for the violations identified in and of the
2 Complaints filed in the Action and/or Plaintiff's PAGA Notice to the LWDA that accrued at any time
3 during the PAGA Period. Aggrieved Employees retain their rights to pursue claims for wages,
4 statutory penalties, and any other damages.

5 **F. Release by Plaintiff.**

6 1. Plaintiff's Individual Release. As a material inducement to Defendant to enter into this
7 Settlement Agreement and in consideration of the Service Payment, and in addition to the release of
8 the PAGA claims, Plaintiff does hereby, for himself and for his respective spouses, domestic partners,
9 marital community, children, estates, attorneys, heirs, successors, beneficiaries, devisees, legatees,
10 executors, administrators, trustees, conservators, guardians, personal representatives, and assigns
11 forever and completely release and discharge and covenants not to sue the Released Parties with
12 respect to any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes
13 of action, wages, obligations, debts, liquidated damages, penalties, interest, costs, expenses, attorneys'
14 fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise,
15 whether now known or unknown, suspected or unsuspected, concealed or hidden, which Plaintiff now
16 owns or holds or has at any time heretofore owned or held as against said Released Parties, or any of
17 them up and to Plaintiff's execution of this Agreement. Such released claims include specifically, but
18 not exclusively and without limiting the generality of the foregoing, any and all claims, demands,
19 agreements, obligations and causes of action, known or unknown, suspected or unsuspected, concealed
20 or hidden, including but not limited to all claims arising out of, based upon, or relating to Plaintiff's
21 employment with Defendant or the remuneration for or termination of such employment, as alleged in
22 the operative Complaint, arising out of or in any way connected with any transactions, occurrences,
23 acts or omissions set forth, or facts alleged, in any and all charges, complaints, claims or pleadings
24 filed by Plaintiff against any Released Party prior to the date hereof with any city, county, state or
25 federal agency, commission, office or tribunal whatsoever; or arising out of or in any way connected
26 with any transactions, occurrences, acts or omissions occurring prior to the date hereof, including
27 specifically without limiting the generality of the foregoing any claim under Title VII of the Civil
28 Rights Act of 1964, the Age Discrimination in Employment Act (29 U.S.C. Section 621 et seq.), the

1 Americans with Disabilities Act, the Employee Retirement Income Security Act, the National Labor
2 Relations Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the California
3 Constitution, the California Labor Code, the California Civil Code, the California Government Code,
4 the California Business & Professions Code, the California Family Rights Act, the California Fair
5 Employment and Housing Act, the California Industrial Welfare Commission Wage Orders, or any
6 other federal, state, or local statute or regulation (collectively, the “Plaintiff’s Claims”).

7 2. Knowing Waiver. Plaintiff agrees that there is a risk that any injury that he may have
8 suffered by reason of the Released Parties’ relationship with him might not now be known, and there
9 is a further risk that said injuries, whether known or unknown at the date of this Settlement Agreement,
10 might possibly become progressively worse, and that as a result thereof further damages may be
11 sustained. Nevertheless, Plaintiff agrees to forever and fully release and discharge the Released
12 Parties, and understands that by the execution of this Settlement Agreement no further claims for any
13 such injuries that existed at the time of the execution of this Settlement Agreement may ever be
14 asserted by Plaintiff with respect to claims arising in the time period from the beginning of time to the
15 execution of this Settlement Agreement.

16 3. Civil Code § 1542. Plaintiff expressly waives and relinquishes all rights and benefits
17 afforded by Section 1542 of the Civil Code of the State of California and does so understanding and
18 acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the
19 State of California states:

20 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
21 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
22 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
23 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR
24 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
25 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

26 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full
27 and complete release and discharge of all Released Parties, Plaintiff and his counsel expressly
28 acknowledge that this Settlement Agreement is intended to include in its effect, without limitation, all
claims that Plaintiff knows of, as well as all claims that he or she does not know or suspect to exist in

his or her favor against the Released Parties, or any of them, for the time period from the beginning of time to the execution of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such Plaintiff's claims. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

4. Disputed Claims. Plaintiff acknowledges and agrees that the claims, including claims for unpaid wages and untimely payment of wages are disputed, and that the payments set forth herein constitute payment of all sums allegedly due to him. Plaintiff acknowledges and agrees that California Labor Code § 206.5 is not applicable to the Parties hereto. California Labor Code § 206.5 provides in pertinent part as follows:

An employer shall not require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

G. Duties of the Parties Prior to the Court's Approval

1. Plaintiff's and PAGA Counsel's Responsibilities. Plaintiff and PAGA Counsel will prepare all documents necessary to obtain the Court's approval of the Settlement. Specifically, Plaintiff and PAGA Counsel will prepare the following documents: (i) a draft proposed Approval Order; (ii) a signed declaration from the Settlement Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(1)(1)), and this Agreement (Labor Code § 2699(1)(2)); and (iv) declarations from Plaintiff and PAGA Counsel stating all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Settlement Administrator. In their declarations, Plaintiff and PAGA Counsel

shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

H. Duties of the Parties Following Court's Approval

1. Approval. In connection with the Approval Hearing provided for in this Settlement Agreement, PAGA Counsel shall submit a proposed Approval Order:

(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) Approving PAGA Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Payment to the Plaintiff, and the payment to the Settlement Administrator for costs of administering the settlement; and

(c) Entering judgment approving settlement, thereby permanently barring Aggrieved Employees and the LWDA from prosecuting any PAGA Released Claims against any of the Released Parties.

I. Voiding this Settlement Agreement

1. Void Obligations. If the settlement is voided or fails for any reason, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Plaintiff and Defendant will have no further obligations under the settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Settlement. In such a scenario, each Party shall be separately responsible for their own fees and costs that they incurred during the settlement process.

2. Void Administrator Costs. If the Settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise specified in this Settlement Agreement.

J. Other Terms

1. Stay of Proceedings. Pending completion of all of the prerequisites necessary to effectuate this Settlement, the Parties agree, subject to Court's approval, to a stay of all proceedings

in the Action except such as are necessary to effectuate this Settlement.

2. Non-Solicitation. All Parties, signatories, and their counsel shall not encourage opt-outs or objections to this Settlement Agreement. The Parties specifically agree not to solicit opt-outs, directly or indirectly, through any means.

3. Waiver. The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

4. Full and Complete Defense. This Settlement Agreement may be pleaded by any Released Party as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that has been or may be instituted, prosecuted or attempted, asserting any PAGA Released Claims.

5. Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof. The signatories hereto further represent that the Parties to this Settlement Agreement are represented by competent counsel, and they have had an opportunity to consult with counsel prior to authorizing its execution.

6. Publicity and Confidentiality.

(a) Communication by Counsel: PAGA Counsel shall not use the Settlement approval process to solicit new individual representations or initiate communications with Aggrieved Employees for purposes unrelated to this Action. Nothing will prevent PAGA Counsel from (1) initiating or responding to communications reasonably necessary to effectuate the Settlement, comply with any Court order, or fulfill counsel's obligations to the State of California and the Aggrieved Employees in this Action, or (2) responding to inquiries from Aggrieved Employees. For its part, Defendant agrees that it shall refer any questions from Aggrieved Employees to the Settlement Administrator.

(b) No Media: Plaintiff and PAGA Counsel agree that they will not issue any press release or initiate contact with the media for the purpose of publicizing this Action or the Settlement. This provision shall not limit any communications required by law or Court order, including

1 communications with the LWDA or other governmental agencies or restrict Plaintiff or PAGA
2 Counsel from responding to unsolicited media or third-party inquiries that this Action has settled.

3 (c) Confidentiality: Prior to filing of motion for approval, PAGA Counsel shall not
4 discuss or publish the terms of the Settlement or the negotiations leading to Settlement with any person
5 other than the named Plaintiff, or as reasonably necessary to effectuate and/or enforce the Settlement,
6 including communications with the Court, the LWDA, and potential settlement administrators.

7 (d) Disclosure by Plaintiff's Counsel Only for Adequacy Declarations: PAGA
8 Counsel may disclose publicly-available information about the case only to the extent they do so in
9 declarations establishing their adequacy as counsel in other cases, as required by the Court and to
10 notify the LWDA of the resolution of the Action.

11 (e) Neutral Reference: In response to any inquiry from a prospective or current
12 employer regarding Plaintiff's employment with Defendant, Defendant shall provide only the
13 following neutral information: dates of employment, last position held, and, if requested, final rate of
14 pay.

15 7. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
16 accomplish the terms of this Settlement Agreement, including but not limited to, execution of such
17 documents and to take such other Action as may reasonably be necessary to implement the terms of
18 this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts,
19 including all efforts contemplated by this Settlement Agreement and any other efforts that may become
20 necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms
21 set forth herein. As soon as practicable after execution of this Settlement Agreement, PAGA Counsel
22 shall, with the assistance and cooperation of Defendant and Defendant's Counsel, take all necessary
23 steps to secure the Court's approval of the settlement, and the final entry of judgment.

24 8. Inadmissibility of this Settlement Agreement. Whether or not the Court issues the Final
25 Approval Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to
26 be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part
27 of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
28 Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant

1 inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with
2 all related documents such as the notices, and motions for approval, shall, pursuant to California
3 Evidence Code § 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any
4 proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this
5 Settlement Agreement.

6 9. Construction. The Parties hereto agree that the terms and conditions of this Settlement
7 Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that
8 this Settlement Agreement shall not be construed in favor of or against any Party by reason of the
9 extent to which any Party or his or its counsel participated in the drafting of this Settlement Agreement.
10 Plaintiff and Defendant expressly waive the common-law and statutory rule of construction that
11 ambiguities should be construed against the drafter of an agreement and further agree, covenant, and
12 represent that the language in all parts of this Settlement Agreement shall be in all cases construed as
13 a whole, according to its fair meaning.

14 10. Captions and Interpretations. Paragraph titles or captions contained herein are inserted
15 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope
16 of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is
17 contractual and not merely a recital.

18 11. Modification. This Settlement Agreement may not be changed, altered, or modified,
19 except in writing and signed by the Parties hereto, and approved by the Court. This Settlement
20 Agreement may not be discharged except by performance in accordance with its terms or by a writing
21 signed by all of the Parties hereto.

22 12. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this
23 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, a Party
24 shall provide written notice to the other Party and allow an opportunity to cure the alleged deficiencies,
25 and Plaintiff and Defendant agree to seek the help of the mediator identified in this Settlement
26 Agreement to resolve any dispute they are unable to resolve informally. During this period, the Parties
27 shall bear their own attorneys' fees and costs. This provision shall not apply to any legal action or
28 other proceeding instituted by any person or entity other than Plaintiff or Defendant.

13. Court Retains Jurisdiction. The Parties agree that upon the entry of judgment of dismissal pursuant to the terms of this Settlement Agreement, that, pursuant to California Code of Civil Procedure § 664.6, the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties to interpret, enforce, and effectuate the terms, conditions, intents, and obligations of this Settlement Agreement.

14. Enforceability. Pursuant to California Evidence Code §§ 1123(a) and (b), the Parties intend that this Settlement Agreement shall be enforceable, binding, and admissible in a court of law.

15. Choice of Law. This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California.

16. Integration Clause. This Settlement Agreement and its attachments contain the entire agreement between the Parties relating to the Settlement and any transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing. 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.

17. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

18. Signatures of All Aggrieved Employees Unnecessary to be Binding. It is agreed that, because the Aggrieved Employees are numerous, it is impossible or impractical to have each Aggrieved Employee execute this Settlement Agreement. The Notice will advise all Aggrieved Employees of the binding nature of the releases provided herein and such shall have the same force and effect as if this Settlement Agreement were executed by each Aggrieved Employee.

19. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement

Agreement valid and enforceable.

20. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

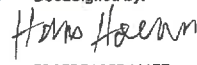
21. Authority to Sign. The signatories hereto represent and warrant that they have the authority to sign on behalf of their designated parties.

22. Fair, Adequate, and Reasonable Settlement. The Parties, PAGA Counsel, and Defense Counsel agree that the Settlement Agreement is fair, adequate, and reasonable and will represent the same to the Court.

23. Representation by Counsel. The Parties Acknowledge that they have been represented by counsel throughout all negotiations that precede the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

24. All Terms Subject to Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to Court approval.

IT IS SO AGREED. IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this PAGA Representative Settlement Agreement as of the date set forth below.

DocuSigned by:

7D8FBF4C5D444FE...

Dated: 5/22/2026

Hans Hoerner, Plaintiff

Dated: 5/22, 2026

DEFENDANT:
Authorized Representative of
The Los Angeles Country Club

By:


Janet L. Welsh

Title:

CEO

1 **APPROVED AS TO FORM:**

2
3 Dated: 5/22/2026



Kane Moon, Esq.

Counsel for Plaintiff

4
5
6
7 Dated: May 26, 2026



David M. Lester, Esq.
Michele L. Collender, Esq.
Tracy A. Alexander, Esq.

Counsel for Defendant

EXHIBIT A

EXHIBIT A

MOON LAW GROUP, PC

ATTORNEYS AT LAW
WWW.MOONLAWGROUP.COM

725 S. FIGUEROA STREET., SUITE 3100
LOS ANGELES, CALIFORNIA 90017
TELEPHONE: (213) 232-3128
FACSIMILE: (213) 232-3125

Kane Moon, Esq.
kmoon@moonlawgroup.com

June 22, 2024

VIA ONLINE SUBMISSION

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

VIA CERTIFIED MAIL

The Los Angeles Country Club
10101 Wilshire Blvd.
Los Angeles, CA 90024

Notice of Labor Code Violations and PAGA Penalties

Re: ***Hans Hoerner v. The Los Angeles Country Club***

To Whom It May Concern:

Please be advised that my office has been retained by Hans Hoerner (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, The Los Angeles Country Club (“Defendant”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of Plaintiff as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff’s Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California, including Los Angeles County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

LWDA
Notice of Labor Code Violations and PAGA
June 22, 2024
Page 2 of 9

Plaintiff worked for Defendant as a greens keeper, primarily in Los Angeles County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically at least 5 days per week, and in excess of 8 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages. Plaintiff and the Aggrieved Employees were required to work off the clock and uncompensated. For example, Plaintiff and the Aggrieved Employees were required to wait in line in order to clock into work, off the clock and uncompensated. Also, Plaintiff and the Aggrieved Employees were sometimes required to assist other employees or guests/clients after clocking out, off the clock and uncompensated. Also, Plaintiff and the Aggrieved Employees's meal breaks were sometimes interrupted, without compensation. Also throughout the statutory period, Plaintiff and the Aggrieved Employees received non-discretionary bonuses and other remuneration. However, Defendants failed to incorporate all remuneration when calculating the correct overtime rate of pay, meal break premium rate of pay, and sick day rate of pay, leading to underpayment to Plaintiff and the Aggrieved Employees.

LWDA
Notice of Labor Code Violations and PAGA
June 22, 2024
Page 3 of 9

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendant did not have adequate written policies or practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of meal periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required meal periods. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours).

LWDA
Notice of Labor Code Violations and PAGA
June 22, 2024
Page 4 of 9

Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further, Defendant did not maintain accurate records of employee work periods, and therefore Defendant cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods during the middle of each work period. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

LWDA
Notice of Labor Code Violations and PAGA
June 22, 2024
Page 5 of 9

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement, which included the purchase of tools such as shovels, headlamps, gloves, and the use of personal cellular telephones for work purposes.

Failure to Pay All Accrued Vacation Wages at Termination

Labor Code § 227.3 requires employers to pay employees for all unused vested vacation time at their final rate of pay upon termination of their employment.

During the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees the correct amount of vacation pay owed at the termination of employment. For instance, when Plaintiff's employment with Defendant terminated, he was owed vacation wages at his true final wage rate on his final paycheck from Defendant even though he had accrued unused vacation time. On information and belief, Defendant's failure to

LWDA
Notice of Labor Code Violations and PAGA
June 22, 2024
Page 6 of 9

pay Plaintiff the correct amount of vacation pay was not a single, isolated incident, but was instead part of Defendant's policy and practice that applied to the Aggrieved Employees.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to pay all accrued vacation wages at termination.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1)

LWDA
Notice of Labor Code Violations and PAGA
 June 22, 2024
 Page 7 of 9

gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226(e)(1).)

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant’s failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were

LWDA
Notice of Labor Code Violations and PAGA
June 22, 2024
Page 8 of 9

entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code § 227.3 by failing to pay all vacation wages at termination;
7. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
8. Labor Code § 226 by failing to provide accurate itemized wage statements; and
9. Labor Code § 204 by failing to pay all earned wages two times per month.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699(f)(2).

LWDA
Notice of Labor Code Violations and PAGA
June 22, 2024
Page 9 of 9

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address, as indicated on the first page.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

MOON LAW GROUP, PC

A handwritten signature in blue ink, appearing to read 'Kane Moon', is written over the printed name.

Kane Moon, Esq.
Attorney at Law

EXHIBIT B

EXHIBIT B

<<DATE>>

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

COURT APPROVED NOTICE OF PAGA SETTLEMENT

Hans Hoerner v. The Los Angeles Country Club

Superior Court of California, County of Los Angeles, Case No. 24STCV16127

The Superior Court of the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, and advertisement, or solicitation by a lawyer. This is not a lawsuit against you, and you are not being sued.

PLEASE READ THIS NOTICE

The California Superior Court, County of Los Angeles has granted approval of a settlement in the above-captioned action ("Settlement"). Because your rights are affected by this Settlement, it is important that you read this Notice of Settlement ("Notice") carefully. The purpose of this Notice is to provide a brief description of the claims alleged in the action and the key terms of the Settlement.

WHAT INFORMATION IS IN THIS NOTICE

- 1. Why Have I Received This Notice?..... Page 1
- 2. What Is This Case About? Page 1
- 3. How Does This Settlement Affect My Rights?Page 2
- 4. How Much Can I Expect to Receive From This Settlement?.....Page 3
- 5. How Can I Obtain Additional Information or Court Documents?Page 4

1. Why Have I Received This Notice?

Enclosed is your payment from the settlement of the lawsuit entitled *Hans Hoerner v. The Los Angeles Country Club*, pending in the Superior Court for the State of California, County of Los Angeles, Case No. 24STCV16127. The lawsuit was filed by a former employee, Hans Hoerner ("Plaintiff"), against the named defendant The Los Angeles Country Club ("Defendant") pursuant to the California Private Attorneys General Act of 2004, codified at California Labor Code § 2698, *et seq.* (called "PAGA"). The lawsuit was brought by Plaintiff on behalf of the State of California and all persons who worked for Defendant in California as a non-exempt employee at any time between June 22, 2023, through January 22, 2026 ("PAGA Period"). You have been identified as one of the employees on whose behalf the lawsuit was filed.

2. What Is This Case About?

Plaintiff alleges he and other non-exempt employees employed by Defendant in California during the PAGA Period were subjected to various Labor Code violations. Defendant denied and

continues to deny all allegations and liability. However, to avoid further time and expense of protracted and uncertain litigation, Plaintiff and Defendant agreed to settle the lawsuit.

3. *How Does This Settlement Affect My Rights? What are the Released Claims?*

The Court approved the Settlement on [REDACTED]. On the date the Court enters the order approving the Settlement ("Order"), and payment of all funds due under the Settlement are made, the Labor and Workforce Development Agency ("LWDA") and all Aggrieved Employees (as defined below), including Plaintiff, fully release and forever discharge the Released Parties (as defined below) from any and all Released Claims (also defined below).

"Aggrieved Employee" means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Period

"Released Claims" means the claims being released by Plaintiff and Aggrieved Employees, including the PAGA claims that Plaintiff alleged or could have alleged against the Released Parties, on behalf of the Aggrieved Employees and the State of California, based on the facts stated in the Operative Complaint and in the LWDA PAGA Notice letter, or that could have been asserted based on those facts, including but not limited to all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; (8) unfair business practices; and for any other (9) civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq.

"Released Parties" means Defendant The Los Angeles Country Club, and each of its former and/or present directors, trustees, officers, shareholders, owners, members, attorneys, fiduciaries, administrators, insurers, predecessors, successors, assigns, partners, representatives, subsidiaries, parents, affiliates, agents, employees, contractors, consultants and any other entities that could be considered to have jointly employed the PAGA Group (including, without limitation, any investment bankers, accountants, reinsurers and any past, present or future affiliated entities, joint ventures and assigns).

4. *How Much Can I Expect to Receive From This Settlement?*

The Gross Settlement Amount is the maximum total payment under the Settlement. The Gross Settlement Amount is \$160,000. This sum is comprised of PAGA Counsel Attorneys' Fees of \$53,333.33; reimbursement of PAGA Counsel's Litigation Costs of \$28,000; Settlement Administration Costs of \$[REDACTED]; Service Payment to Plaintiff of \$7,500.00; and the remainder as PAGA penalties, or the Net Settlement Amount. The Net Settlement Amount is comprised of the LWDA Payment and the Individual PAGA Payments to Aggrieved Employees. \$[REDACTED], or 65% of the Net Settlement Amount will be paid to the LWDA in accordance with the PAGA. \$[REDACTED], or 35% of the Net Settlement Amount will be paid to the Aggrieved Employees as Individual PAGA Payments, which will be calculated on a pro rata basis, based on the number of each Aggrieved Employee's pay periods worked during the PAGA Period.

Based on Defendant's records, you worked [NUMBER OF PAY PERIODS] pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is [NUMBER OF PAY PERIODS].

The enclosed check represents your share based upon the number of pay periods you worked during the PAGA Period.

An IRS 1099 Form is enclosed. You will be solely responsible for paying federal, state or local taxes, if any, on the amount of your check.

Your enclosed check is valid for 180 days from the date of its issuance. **It is strongly recommended that you cash or deposit this check immediately.** After that date, you cannot cash the check and it will be null and void and the amount forwarded to the State of California Controller's Office Unclaimed Property Division for further handling.

Even if you fail to cash the enclosed check, you will still be deemed to have waived all claims arising from the above-entitled lawsuit as defined above under "Released Claims," including all claims set forth in the release of claims described above.

If the check is lost or misplaced, please contact the Settlement Administrator immediately at [xxx-xxx-xxxx]. If you have any questions about your check, please contact the [insert administrator information].

5. *How Can I Obtain Additional Information or Court Documents?*

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the telephone number listed below, toll free.

PLEASE DO NOT CALL THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.