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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF NEVADA**

13 JOEL EVAN BYERS, an individual, on behalf
14 of himself, the State of California, as a private
15 attorney general, and on behalf of all others
16 similarly situated,

17 Plaintiff,

18 v.

19 ALTA SIERRA COUNTRY CLUB INC., a
20 California non-profit corporation; and DOES 1
21 TO 50,

22 Defendants.

Case No.: CU0001357

**Settlement Agreement and Release of Class
Action and PAGA Claims**

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9 Attorneys for Defendant Alta Sierra Country Club Inc.

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

2 This Settlement Agreement and Release of Class Action and PAGA Claims (“Settlement
3 Agreement”) is made and entered into by: (1) Plaintiff Joel Evan Byers (“Plaintiff”), individually and
4 in his representative capacity on behalf of the Settlement Class, as defined below, and as a private
5 attorney general on behalf of the State of California and purported aggrieved employees; and
6 (2) Defendant Alta Sierra Country Club Inc. (“Defendant”). Plaintiff and Defendant are collectively
7 referred to herein as the “Parties.” This Settlement Agreement is subject to the approval of the Court,
8 pursuant to California Rules of Court, rule 3.769, subdivisions (c), (d), and (e), and is made for the
9 sole purpose of attempting to consummate settlement of the action on a class-wide basis and for
10 claims pursuant to the Private Attorneys General Act under Cal. Labor Code sec. 2698, *et seq.*
11 (“PAGA”) subject to the following terms and conditions. As detailed below, if the Court does not
12 enter an order granting final approval of this Settlement Agreement or the conditions precedent are
13 not met for any reason, this Settlement Agreement is void and of no force or effect whatsoever.

14 **1. DEFINITIONS**

15 As used in this Settlement Agreement, the following terms shall have the meanings specified
16 below. To the extent terms or phrases used in this Settlement Agreement are not specifically defined
17 below, but are defined elsewhere in this Settlement Agreement, they are incorporated by reference
18 into this definition section.

19 **1.1. ACTION**

20 “Action” shall mean the following civil action: *Joel Evan Byers v. Alta Sierra Country Club*
21 *Inc.*, case number CU0001357, currently pending before the Superior Court of the State of California
22 for the County of Nevada.

23 **1.2. ADMINISTRATIVE EXPENSES**

24 “Administrative Expenses” shall include all costs and expenses associated with and paid to
25 Apex Class Action Administration, which are estimated not to exceed \$15,000.00.

26 **1.3. AGREEMENT**

27 “Agreement” or “Settlement” or “Settlement Agreement” means Settlement Agreement and
28 Release of Class Action and PAGA Claims.

1 **1.4. APPLICABLE WAGE ORDERS**

2 “Applicable Wage Orders” shall mean the California Industrial Welfare Commission (“IWC”)
3 Wage Orders applicable to the facts of this case, including IWC Wage Orders 5-2001 and 10-2001
4 and others that may be applicable. (Cal. Code of Regs., tit. 8, §§ 11050, 11100)

5 **1.5. CLAIMS**

6 “Claims” shall mean the claims asserted in the Action and the PAGA Notice.

7 **1.6. CLASS ATTORNEY FEES AND EXPENSES**

8 “Class Attorney Fees and Expenses” shall mean the portion of the Gross Settlement Amount
9 attributable to attorney fees and litigation expenses. The Parties agree that the fee-portion of the Class
10 Attorney Fees and Expenses shall be up to one-third of the Gross Settlement Amount (i.e.,
11 \$45,000.00), as approved by the Court, and the award of costs and expenses shall be up to an
12 additional \$20,000.00. If the Escalator Provision described below is triggered so as to increase the
13 Gross Settlement Amount, the Parties agree that the fee portion of the Class Attorney Fees and
14 Expenses will increase proportionally such that the total amount of attorneys’ fees remains one-third
15 of the Gross Settlement Amount *after* the upward adjustment required by the Escalator Provision is
16 implemented.

17 **1.7. CLASS COUNSEL**

18 “Class Counsel” shall mean Jonathan Melmed and Laura Supanich of Melmed Law Group
19 P.C.

20 **1.8. CLASS MEMBERS**

21 “Class Members” shall mean any person who is a prospective member of the Settlement
22 Class, which are individuals currently or formerly employed by Defendant in California as hourly,
23 non-exempt employees during the Class Period.

24 **1.9. CLASS NOTICE**

25 “Class Notice” shall mean the *Notice of Proposed Class Action Settlement*, as set forth in the
26 form of **Exhibit 1** attached hereto, or as otherwise approved by the Court, which is to be mailed to
27 Class Members along with the Share Form.

1 **1.10. CLASS PARTICIPANTS**

2 “Class Participants” shall mean all Class Members who do not timely request exclusion from
3 the Class Settlement.

4 **1.11. CLASS PERIOD**

5 “Class Period” shall mean the period from April 26, 2020, through April 4, 2025.

6 **1.12. CLASS REPRESENTATIVE**

7 “Class Representative” shall mean Plaintiff Joel Evan Byers.

8 **1.13. CLASS SETTLEMENT**

9 “Class Settlement” shall mean the settlement embodied in this Settlement Agreement, which
10 is subject to Court approval.

11 **1.14. COMPLAINT**

12 “Complaint” shall mean the currently-operative complaint, which is the most recently filed
13 complaint, including amended complaints, filed by Plaintiff in the Action.

14 **1.15. COURT**

15 “Court” shall mean the Superior Court of the State of California for the County of Nevada.

16 **1.16. DEFENDANT**

17 “Defendant” shall mean Defendant Alta Sierra Country Club Inc.

18 **1.17. DEFENSE COUNSEL**

19 “Defense Counsel” shall mean Jenny Yu and Celine Sim of Lewis Brisbois Bisgaard & Smith
20 LLP.

21 **1.18. EFFECTIVE DATE**

22 “Effective Date” shall be the date when all of the following events have occurred: **(a)** this
23 Settlement Agreement has been executed by all Parties and by Class Counsel and Defense Counsel;
24 **(b)** the Court has given preliminary approval to the Class Settlement; **(c)** notice has been given to the
25 Settlement Class providing them with an opportunity to request exclusion from the Class Settlement;
26 **(d)** the Court has held a Final Approval and Fairness Hearing and entered a final order and judgment
27 certifying the Settlement Class and approving this Settlement Agreement; and **(e)** the later of the
28 following events: **(i)** the expiration of the period for filing any appeal, writ, or other appellate

1 proceeding opposing the Class Settlement has elapsed without any appeal, writ, or other appellate
2 proceeding having been filed; (ii) the dismissal of any appeal, writ, or other appellate proceeding
3 opposing the Class Settlement with no right to pursue further remedies or relief; or (iii) any appeal,
4 writ, or the issuance of such other final appellate order upholding the Court’s final order with no right
5 to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Class
6 Settlement shall not become effective until the Court’s order approving the Class Settlement is
7 completely final and there is no further recourse by an appellant or objector who seeks to contest the
8 Class Settlement. If no objections are filed, the Effective Date shall be after steps (a) through (d) are
9 completed (i.e., the date that the court has entered a final order and judgment certifying the
10 Settlement Class and approving this Settlement Agreement).

11 **1.19. EMPLOYEE’S TAXES AND REQUIRED WITHHOLDING**

12 “Employee’s Taxes and Required Withholding” shall mean the employee’s share of any and
13 all applicable federal, state, or local payroll taxes, including those collected under authority of the
14 Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), and/or the
15 State Unemployment Tax Act (SUTA) on the portion of any Class Participant’s Individual Settlement
16 Amount that constitutes wages. The Employee’s Taxes and Required Withholdings will be withheld
17 from and paid out of the Individual Settlement Amounts paid from the Net Settlement Amount.

18 **1.20. EMPLOYER’S TAXES**

19 “Employer’s Taxes” shall mean and refer to Defendant’s share of payroll taxes (e.g.,
20 Unemployment Insurance, Employment Training Tax, Social Security, and Medicare taxes) that is
21 owed on the portion of any Class Participant’s Individual Settlement Amount that constitutes wages.
22 The Employer’s Taxes shall be separately paid by Defendant and shall not be paid from the Gross
23 Settlement Amount or Net Settlement Amount.

24 **1.21. FINAL APPROVAL AND FAIRNESS HEARING**

25 “Final Approval and Fairness Hearing” shall mean the final hearing held to ascertain the
26 fairness, reasonableness, and adequacy of the Class Settlement.
27
28

1 **1.22. GROSS SETTLEMENT AMOUNT**

2 “Gross Settlement Amount” is the agreed upon non-reversionary settlement amount totaling
3 \$135,000.00 to be paid by Defendant in full settlement of the Released Claims asserted in this case,
4 inclusive of the Individual Settlement Amounts, the Administrative Expenses, the Employee’s Taxes
5 and Required Withholdings, the Class Attorney Fees and Expenses, the Incentive Award, and PAGA
6 Payment. Defendant shall separately pay its share of the Employer’s Taxes in addition to the Gross
7 Settlement Amount on the portion of each Individual Settlement Amount allocated as wages.

8 **1.23. HEARING ON PRELIMINARY APPROVAL**

9 “Hearing on Preliminary Approval” shall mean the hearing held on the motion for preliminary
10 approval of the Class Settlement.

11 **1.24. INCENTIVE AWARD**

12 “Incentive Award” shall mean any additional monetary payment (up to \$10,000 and as
13 approved by the Court) provided to the Class Representative for his efforts and risks on behalf of the
14 Settlement Class in this Action.

15 **1.25. INDIVIDUAL SETTLEMENT AMOUNT**

16 “Individual Settlement Amount” shall mean the amount which is ultimately distributed to
17 each Class Participant, less any Employee’s Taxes and Required Withholdings. The Individual
18 Settlement Amount does not include any portion of the PAGA Payment.

19 **1.26. NET SETTLEMENT AMOUNT**

20 “Net Settlement Amount” shall mean the Gross Settlement Amount available for distribution
21 to Class Participant and PAGA Member, as described in this Agreement, after deduction of :
22 Administrative Expenses; Class Attorney Fees and Expenses; 75% of the share of the Gross
23 Settlement Amount allocated toward penalties pursuant to the Labor Code Private Attorney General
24 Act of 2004 (“PAGA”), codified at Labor Code sections 2698 through 2699.6, which are payable to
25 the California Labor and Workforce Development Agency (“LWDA”); and Plaintiff’s Incentive
26 Award.

1 **1.27. OPT OUT**

2 “Opt Out” shall refer to the process of submitting a timely and valid request for exclusion
3 from the Class Settlement in accordance with the terms of the Class Notice and no later than the
4 Response Deadline.

5 **1.28. OPT-OUTS**

6 “Opt-Outs” shall mean all persons who timely and validly request exclusion from the Class
7 Settlement in accordance with the terms of the Class Notice and no later than the Response Deadline.

8 **1.29. PAGA**

9 “PAGA” shall mean the Private Attorneys General Act under Cal. Labor Code sec. 2698, *et*
10 *seq.*

11 **1.30. PAGA PAYMENT**

12 “PAGA Payment” shall mean the penalties pursuant to PAGA that the Parties have agreed is a
13 reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is
14 \$20,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699
15 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$15,000.00) to the LWDA and
16 twenty-five percent (25%) (i.e., \$5,000.00) to the PAGA Members. Class Counsel shall give timely
17 notice of this Settlement Agreement to the LWDA pursuant to Labor Code section 2699, subdivision
18 (1)(2).

19 **1.31. PAGA PERIOD**

20 “PAGA Period” shall mean the period from April 26, 2023, through April 4, 2025.

21 **1.32. PAGA MEMBERS**

22 “PAGA Members” shall mean all individuals who are or were employed by Defendant as
23 non-exempt employees in California during the PAGA Period. The estimated number of PAGA
24 Members is 60 employees that worked during the PAGA Period.

25 **1.33. PAGA REPRESENTATIVE**

26 “PAGA Representative” refers Joel Evan Byers.

27 **1.34. PARTIES**

28 “Parties” shall mean Plaintiff and Defendant.

1 **1.35. PLAINTIFF**

2 “Plaintiff” shall mean Plaintiff Joel Evan Byers.

3 **1.36. PRELIMINARY APPROVAL DATE**

4 “Preliminary Approval Date” shall mean the date upon which the Court enters an order
5 preliminarily approving this Settlement Agreement.

6 **1.37. RELEASED CLASS CLAIMS**

7 “Released Class Claims” shall mean those claims arising out of or related to the allegations
8 set forth in the Complaint, First Amended Complaint, and/or PAGA notice to the California Labor
9 and Workforce Development Agency that arose during the Class Period and/or PAGA Period,
10 including claims for: (1) failure to pay minimum wage for all hours worked in violation of Labor
11 Code sections 1194 and 1194.2, 1197, 1197.1, and the applicable IWC Wage Order(s); (2) failure to
12 pay proper overtime wages in violation of Labor Code sections 510, 1194, and 1198, and the
13 applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest
14 break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (4)
15 failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor
16 Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (5) failure to maintain accurate
17 employment records in violation of Labor Code sections 1174, and 1174.5; (6) failure to pay timely
18 wages during employment in violation of Labor Code sections 204, 210; (7) failure to pay all wages
19 due and owing at separation in violation of Labor Code sections 201, 202, 203, and 256; (8) failure to
20 reimburse business expenses in violation of Labor Code sections 2802 and 2804; (9) failure to
21 provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3;
22 (10) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in
23 violation of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); (11)
24 statutory penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6); and (12)
25 all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.

1 **1.38. RELEASED PAGA CLAIMS**

2 “Released PAGA Claims” shall mean all claims for PAGA penalties that were alleged, or
3 reasonably could have been alleged, based on the facts pled in the Complaint, First Amended
4 Complaint, and/or the PAGA Notice, including any and all claims involving any alleged failure to
5 pay minimum wages or overtime, failure to provide meal and rest periods, failure to maintain
6 accurate employment records, failure to provide accurate wage statements, failure to pay timely
7 wages during employment, failure to pay all wages due at separation, and failure to reimburse
8 business expenses, including Labor Code sections 201, 202, 203, 204, 210, 216, 223, 225.5, 226,
9 226.3, 226.7, 245-248.5, 256, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1194,
10 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2802, 2810.5 during the PAGA Period held by
11 PAGA Members, on behalf of themselves and their respective former and present representatives,
12 agents, attorneys, heirs, administrators, successors, and assigns.

13 **1.39. RELEASED PARTIES**

14 “Released Parties” shall mean Defendant and each of its former and present directors,
15 officers, shareholders, owners, members, principals, attorneys, insurers, predecessors, successors,
16 assigns, parent companies, subsidiaries, affiliates, and assigns, and any other person, corporation,
17 association, or partnership responsible or potentially responsible for any claims made or that could
18 have been made in the Action (including, but not limited to, any alleged employers or joint employers
19 of Plaintiff, the Class Members, or the PAGA Members), and the former and present directors,
20 officers, shareholders, owners, members, principals, attorneys, insurers, predecessors, successors,
21 assigns, parent companies, subsidiaries, affiliates, and assigns of any of the foregoing.

22 **1.40. RELEASING PARTIES**

23 “Releasing Parties” shall mean every Class Participant and PAGA Member and all persons
24 purporting to act on their behalf or purporting to assert a claim under or through them, including, but
25 not limited to, their dependents, heirs, assigns, beneficiaries, devisees, legatees, executors,
26 administrators, agents, trustees, conservators, guardians, personal representatives, and successors-in-
27 interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type
28 or in any other capacity.

1 **1.41. REQUEST FOR EXCLUSION**

2 “Request for Exclusion” shall mean a Class Member’s submission of a written request to be
3 excluded from the Class Settlement signed by the Class Member.

4 **1.42. RESPONSE DEADLINE**

5 “Response Deadline” shall mean the date forty-five (45) days following the date on which the
6 Settlement Administrator first mails Class Notice to the Class Members and the last day on which
7 Class Members may submit a request for exclusion and/or objection to Class Settlement.

8 **1.43. SETTLEMENT ADMINISTRATOR**

9 “Settlement Administrator” shall mean Apex Class Action Administration which the Parties
10 have agreed will be responsible for administration of the Settlement and related matters.

11 **1.44. SETTLEMENT ADMINISTRATOR COST**

12 “Settlement Administrator Costs” shall mean the fees and expenses reasonably incurred by
13 the Settlement Administrator as a result of the procedures and processes expressly required by this
14 Agreement, and shall include all costs of administering the Agreement, including, but not limited to,
15 all tax document preparation, custodial fees, and accounting fees incurred by the Settlement
16 Administrator; all costs and fees associated with preparing, issuing and mailing any and all notices
17 and other correspondence to Class Members and/or PAGA Members; all costs and fees associated
18 with communicating with Class Members and/or PAGA Members, Class Counsel, and Defendant’s
19 Counsel; all costs and fees associated with computing, processing, reviewing, and paying the
20 Individual Settlement Amounts, and resolving disputes; all costs and fees associated with calculating
21 tax withholdings and payroll taxes, if any, making related payment to federal and state tax authorities,
22 if any, and issuing tax forms relating to payments made under the Agreement; all costs and fees
23 associated with preparing any tax returns and any other filings required by any governmental taxing
24 authority or agency; all costs and fees associated with preparing any other notices, reports, or filings
25 to be prepared in the course of administering Individual Settlement Amounts; and any other costs and
26 fees incurred and/or charged by the Settlement Administrator in connection with the execution of its
27 duties under this Agreement.
28

1 **1.45. SETTLEMENT CLASS**

2 “Settlement Class” shall mean all individuals who are or were employed by Defendant as
3 non-exempt employees in California during the Class Period. Defendant represents that the
4 Settlement Class consists of approximately 133 Class Members that worked a total of approximately
5 6,256 workweeks during the Class Period.

6 **1.46. SHARE FORM**

7 “Share Form” shall mean the *Class Action Settlement Share Form*, as set forth in the form of
8 **Exhibit 2** attached hereto, or as otherwise approved by the Court, which is to be mailed to Class
9 Members along with the Class Notice.

10 **2. FACTUAL AND PROCEDURAL BACKGROUND**

11 **2.1. PLAINTIFF’S CLAIMS**

12 Plaintiff, individually and in his representative capacity on behalf of the Settlement Class, as
13 a private attorney general on behalf of the State of California for purported aggrieved employees, has
14 alleged the following violations: **(1)** failure to pay minimum wage for all hours worked in violation of
15 Labor Code sections 1194 and 1194.2, and the Applicable Wage Orders; **(2)** failure to pay proper
16 overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the Applicable Wage
17 Orders; **(3)** failure to provide compliant rest periods and pay missed rest break premiums in violation
18 of Labor Code section 226.7 and the Applicable Wage Orders; **(4)** failure to provide compliant meal
19 periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512,
20 and the Applicable Wage Orders; **(5)** failure to maintain accurate employment records in violation of
21 Labor Code section 1174; **(6)** failure to pay timely wages during employment in violation of Labor
22 Code sections 204, 210; **(7)** failure to pay all wages due and owing at separation in violation of Labor
23 Code sections 201, 202, and 203; **(8)** failure to reimburse business expenses in violation of Labor
24 Code sections 2802 and 2804; **(9)** failure to provide complete and accurate wage statements in
25 violation of Labor Code sections 226 and 226.3; **(10)** deceptive, fraudulent, or otherwise unlawful
26 business practices based on the foregoing in violation of California’s Unfair Competition Law (Bus.
27 & Prof. Code, §§ 17200–17210); and **(11)** statutory penalties based on the foregoing pursuant to
28 PAGA (Lab. Code, §§ 2698–2699.6).

1 **2.2. DISCOVERY, INVESTIGATION, RESEARCH, AND MEDIATION**

2 Class Counsel states that it has conducted significant informal discovery during the
3 prosecution of the Action. This discovery, investigation, and prosecution has included, among other
4 things, **(a)** over a dozen telephonic conferences with Plaintiff; **(b)** inspection and analysis of hundreds
5 of pages of documents and other information produced by Plaintiff and Defendant; **(c)** analysis of
6 employment data from a sample of Class Members; **(d)** an analysis of the legal positions taken by
7 Defendant; **(d)** investigation into the viability of class treatment of the claims asserted in the Action;
8 **(e)** analysis of potential class-wide damages, including information sufficient to understand
9 Defendant’s potential defenses to Plaintiff’s claims; **(f)** research of the applicable law with respect to
10 the claims asserted in the Complaint and/or First Amended Complaint and the potential defenses
11 thereto; and **(g)** assembling and analyzing of data for calculating damages.

12 Class Counsel and the Class Representative represent that they have vigorously prosecuted
13 this case, and Defendant represents that it has vigorously contested it. The Parties have engaged in
14 sufficient investigation and discovery to assess the relative merits of the claims of the Class
15 Representative and of the defenses to them. After such discovery, investigation, and prosecution, the
16 Parties attended a full-day mediation with an experienced employment law mediator, which
17 culminated in a settlement in principle, the terms of which are elaborated in this Settlement
18 Agreement.

19 **2.3. ALLEGATIONS OF THE CLASS REPRESENTATIVE AND BENEFITS OF**
20 **CLASS SETTLEMENT**

21 The document and data exchange in this matter, as well as discussions between counsel, are
22 an adequate basis for a sound understanding of the merits of Class Representative’s positions and to
23 evaluate the value of the claims of the Settlement Class. The informal discovery conducted in this
24 Action and the information exchanged by the Parties through pre-mediation discussions are sufficient
25 to reliably assess the merits of the Parties’ respective positions and to compromise the issues on a fair
26 and equitable basis.

27 The Class Representative and Class Counsel believe that the claims, causes of action,
28 allegations, and contentions asserted in the Action have merit. However, the Class Representative and

1 Class Counsel recognize and acknowledge the expense and delay of continued lengthy proceedings
2 necessary to prosecute the Action against Defendant through trial and through appeals. Class Counsel
3 has taken into account the uncertain outcome of the litigation, the risk of continued litigation in
4 complex actions such as this, as well as the difficulties and delays inherent in such litigation, and the
5 potential difficulty of obtaining certification of the Settlement Class as well as trying the claims of
6 the class. Class Counsel is mindful of the potential problems of proof under, and possible defenses to,
7 the claims alleged in the Action.

8 The Class Representative and Class Counsel believe that the settlement set forth in this
9 Settlement Agreement confers substantial benefits upon Plaintiff and the Settlement Class and that an
10 independent review of this Settlement Agreement by the Court in the approval process will confirm
11 this conclusion. Based on their own independent investigation and evaluation, Class Counsel has
12 determined that the settlement set forth in this Settlement Agreement is in the best interests of
13 Plaintiff and the Class Members.

14 **2.4. DEFENDANT’S DENIALS OF WRONGDOING AND LIABILITY**

15 Defendant strongly denied and continues to deny all allegations, claims, and contentions
16 alleged by Plaintiff in the Action. Defendant expressly denied and continues to deny all charges of
17 wrongdoing or liability against it arising out of any of the conduct, statements, acts, or omissions
18 alleged in the Action. Defendant contends that it complied with California and federal wage and hour
19 laws and has dealt legally and fairly with Plaintiff, Class Members, and PAGA Members.

20 Defendant further denies that, for any purpose other than settling this Action, these claims are
21 appropriate for class or representative treatment. Nonetheless, Defendant has concluded that further
22 proceedings in the Action would be protracted and expensive. The Action should be fully and finally
23 settled in the manner and upon the terms and conditions set forth in this Settlement Agreement to
24 avoid burdensome and protracted litigation and to permit the operation of Defendant’s respective
25 business without further distraction of their personnel to this Action.

26 **2.5. INTENT OF THE CLASS SETTLEMENT**

27 The Class Settlement set forth herein intends to achieve the following: **(1)** entry of an order
28 approving the Class Settlement; **(2)** entry of judgment of the Action; **(3)** discharge of the Released

1 Parties from liability for any and all of the Released Class Claims and Released PAGA Claims; and
2 (4) discharge of Defendant from liability for any and all claims arising out of the Action.

3 **3. CONDITIONAL CERTIFICATION OF THE AGREEMENT**

4 This Settlement Agreement and all associated exhibits or attachments are made for the sole
5 purpose of settling the Action. The requested conditional certification is not a reflection of the merits
6 of the case and is necessary to effectuate the settlement between the Parties. The conditional
7 certification of the Settlement Class shall not constitute, in this or any other proceeding, an admission
8 of any kind by Defendant, including without limitation, that certification of a class for trial purposes
9 is or would be warranted, appropriate or proper; or that Plaintiff could establish any of the requisite
10 elements for class treatment of any of the claims in the Action.

11 If the Settlement Agreement is not finally approved by the Court, the Effective Date is not
12 achieved, or the Class Settlement is rejected, terminated, or otherwise rendered null and void as set
13 forth herein, then certification of the Settlement Class shall be automatically vacated, shall be void *ab*
14 *initio*, of no force or effect, and shall not constitute evidence or a binding determination that the
15 requirements for certification of a class for trial purposes in this Action or in any other action which
16 have been, are or can be, satisfied. Further, if the Agreement does not reach the Effective Date,
17 Plaintiff agrees that Plaintiff will not argue, claim, reference, or otherwise raise any preliminary
18 approval of the Settlement Class in any later proceeding.

19 Defendant denies all claims as to liability, damages, liquidated damages, penalties, interest,
20 fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendant has
21 agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or
22 the Effective Date does not occur, Defendant does not waive, but rather expressly reserve, all rights to
23 challenge all such claims and allegations in the Action upon all procedural and factual grounds,
24 including, without limitation, the ability to challenge class or collective treatment on any grounds, as
25 well as to assert any and all other potential defenses or privileges.

26 It is understood and agreed by Plaintiff that this Agreement represents a compromise and
27 settlement for various matters and that the promises and payments and consideration of this
28 Agreement shall not be construed to be an admission of any liability by Released Parties. Plaintiffs

1 further agree that this Agreement cannot be used as evidence, nor can it be referred to or relied upon,
2 in any arbitration, administrative, court, or legal proceeding (other than to seek preliminary and final
3 court approval of this Agreement, enforce the terms of this Agreement or as required by a valid court
4 order). Defendant disclaims and denies any liability, obligation, or responsibility to Plaintiff
5 whatsoever.

6 **4. SCOPE OF CLASS**

7 The scope of the class of individuals encompassed under the Agreement and subject to all
8 obligations and duties required under the Agreement, shall include all Class Members as defined in
9 Section 1.8 and all PAGA Members as defined in Section 1.32. However, it shall not include any Class
10 Members who submit valid and timely requests to Opt Out of the Agreement and settlement, as set
11 forth in Section 8.3. Only Participating Class Members and PAGA Members are entitled to recover
12 under this Agreement.

13 Any person who believes that he or she is a Class Member or PAGA Member and wishes to
14 participate in the Agreement, but did not receive a Notice of Settlement because his or her name did
15 not appear on the class list provided to the Settlement Administrator prior to mailing, may submit a
16 request to the Settlement Administrator. The request must contain all of the following information: (a)
17 the full name and, if applicable, Social Security Number of the individual making the request; (b) the
18 name used by such employee as of the time his or her employment with Defendant ended; (c) the
19 individual's dates of employment with Defendant; and (d) a return address to which a response may be
20 sent. Every request must be postmarked on or before the conclusion of the Notice Period or otherwise
21 submitted to the Settlement Administrator such that it is received before the conclusion of the Notice
22 Period. Upon receipt of any requests, the Settlement Administrator shall promptly (in no event more
23 than two business days) transmit the requests to Defendant's Counsel and request that Defendant
24 reviews their records.

25 If Defendant agrees that the person listed in a request is a Class Member and/or PAGA Member,
26 the Settlement Administrator shall treat that person as a Class Member and/or PAGA Member for all
27 other purposes.
28

1 If Defendant does not agree that the person listed in a request is a Class Member and/or PAGA
2 Member, Defendant's Counsel and Class Counsel shall attempt to resolve any such dispute in good
3 faith within seven (7) calendar days of Class Counsel being advised in writing of the dispute.
4 Defendant's records shall control unless the individual submitting the request provides persuasive
5 evidence to doubt the accuracy of those records. Each request dispute that Defendant's Counsel and
6 Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator. The Settlement
7 Administrator must accept and weigh all the evidence provided in a good faith attempt to resolve the
8 dispute. The Settlement Administrator must resolve any dispute submitted to it within seven (7)
9 calendar days after Defendant's Counsel and Class Counsel submit the dispute to the Settlement
10 Administrator. The decision by the Settlement Administrator shall be final as between the parties,
11 subject to Court review.

12 **5. APPOINTMENT OF CLASS COUNSEL**

13 For purposes of this Settlement Agreement and subject to the Court's approval, the Parties
14 agree to the appointment of Class Counsel as counsel for the Settlement Class and the effectuation of
15 the Class Settlement pursuant to this Settlement Agreement.

16 **6. CONSIDERATION**

17 **6.1. SETTLEMENT AMOUNT**

18 The Parties agree to settle this Action for the Gross Settlement Amount of \$135,000.00. There
19 shall be no reversion to Defendant. Defendant shall pay the Gross Settlement Amount in full. The
20 Gross Settlement Amount and other actions and forbearances taken by Defendant shall constitute
21 adequate consideration for the Class Settlement and will be made in full and final settlement of: Class
22 Representative's released claims (as described in paragraph 12.2), Released Class Claims, the
23 Released PAGA Claims, the Class Attorney Fees and Expenses, Administrative Expenses, the
24 Incentive Award, the PAGA Payment (including any payments to individual PAGA Members
25 resulting from the PAGA Payment), and any other obligation of Defendant under this Settlement
26 Agreement (other than the Employer's Taxes on the portion of the Net Settlement Amount allocated
27 to resolving wage claims).
28

1 After the Court issues an order preliminarily approving this Settlement, the Settlement
2 Administrator will distribute the Class Notice to the Class Members, which shall describe the terms
3 of the Class Settlement and procedures to Opt Out, object, or participate in the Class Settlement as
4 well as the Share Form, which shall identify the Class Member, the number of workweeks worked by
5 each Class Member (“Workweeks”), the number of pay periods worked by each PAGA Member in
6 the PAGA Period, if any, as well as the estimated amounts of the Individual Settlement Amount and
7 Individual PAGA Amount, if any, the Class Member can expect to receive once the Class Settlement
8 becomes effective on the Effective Date. Class Members shall be given the opportunity to challenge
9 their Workweeks information.

10 **6.2. INCENTIVE AWARD FOR PLAINTIFF**

11 Plaintiff may petition the Court to approve an Incentive Award in an amount up to \$10,000.00
12 for Joel Evan Byers to acknowledge his efforts on behalf of the Settlement Class in this Action,
13 including assisting in the investigation and consulting with Class Counsel and providing crucial
14 documents to Class Counsel. Defendant shall not oppose any request by Plaintiff for an Incentive
15 Award in such an amount. Any Incentive Award approved by the Court shall be paid to Plaintiff from
16 the Gross Settlement Amount and shall be in addition to any distribution to which he may otherwise
17 be entitled as a Class Participant. Any Incentive Award approved by the Court shall not be considered
18 wages, and the Settlement Administrator shall issue to Plaintiff an IRS Form 1099 reflecting such
19 payment. Plaintiff shall be responsible for the payment of all taxes with respect to any Incentive
20 Award approved by the Court and shall hold Defendant harmless from all liability with regard
21 thereto.

22 **6.3. PAYMENT TO CLASS PARTICIPANTS**

23 Each Class Participant shall be eligible to receive payment of the Individual Settlement
24 Amount, which is a share of the Net Settlement Amount based on the pro rata number of Workweeks
25 worked by the Class Members during the Class Period as a proportion of all Workweeks worked by
26 all Class Members during the Class Period. Each Class Participant, including Plaintiff, shall be
27 responsible for the payment of the Employee’s Taxes and Required Withholding with respect to his
28

1 or her Individual Settlement Amount and shall hold Defendant harmless from any and all liability
2 with regard thereto.

3 **6.4. PAYMENT TO PAGA MEMBERS**

4 Each PAGA Member shall be entitled to receive a portion of the PAGA Payment. The PAGA
5 Payment shall consist of the penalties pursuant to PAGA that the Parties have agreed is a reasonable
6 sum to be paid in settlement of the PAGA claims included in the Action, which is \$20,000.00. The
7 PAGA Payment must be approved by the Court pursuant to Labor Code section 2699 and is to be
8 distributed as follows: seventy-five percent (75%) (i.e., \$15,000.00) to the LWDA and twenty-five
9 percent (25%) (i.e., \$5,000.00) to the PAGA Members. The portion of the PAGA Payment allocated
10 to the PAGA Members shall be distributed to the PAGA Members based on the pro rata number of
11 pay periods worked by each particular PAGA Members during the PAGA Period as a proportion of
12 all pay periods worked by all PAGA Members during the PAGA Period.

13 **6.5. TAX TREATMENT AND PAYMENT**

14 For the purpose of calculating Employee's Taxes and Required Withholding for the
15 Individual Settlement Amounts for Class Participants (including any payments to the Class
16 Representative but exclusive of his Incentive Award), the Parties agree that 20% of each Individual
17 Settlement Amount shall constitute payment in the form of wages (and each Class Participant will be
18 issued an IRS Form W-2 for such payment to him or her), and 80% of each Individual Settlement
19 Amount shall constitute penalties and interest (and each Class Participant will be issued an IRS Form
20 1099 for such payment to him or her). Prior to final distribution, the Settlement Administrator shall
21 calculate the total Employee's Taxes and Required Withholding due as a result of the wage portion of
22 Class Participants' anticipated Individual Settlement Amounts and such actual amount will be
23 deducted from the Net Settlement Amount. Additionally, prior to the funding of the Gross Settlement
24 Amount and final distribution, the Settlement Administrator shall calculate the total Employer's
25 Taxes due on the wage portion of the Class Participants' Individual Settlement Amounts and issue
26 instructions to Defendant to separately fund these tax obligations/withholdings. The Parties
27 understand that Plaintiff and the Class Participants who receive any payment pursuant to this
28 Settlement Agreement shall be solely responsible for all other individual tax obligations.

1 With respect to the PAGA Payment and any payments made to individual PAGA Members,
2 all such payments shall be treated as payments owing for penalties and interest thereon and shall not
3 be considered wages. The Settlement Administrator shall issue to PAGA Members an IRS Form 1099
4 reflecting such payment. PAGA Members shall be solely responsible for the payment of all taxes
5 with respect to any PAGA payments made to them.

6 **6.6. NO EFFECT ON EMPLOYEE BENEFIT PLANS**

7 Neither the Class Settlement nor any amounts paid under the Class Settlement will modify
8 any previously credited hours, days, or weeks of service under any employee benefit plan, policy or
9 bonus program sponsored by Defendant. Such amounts will not form the basis for additional
10 contributions to, benefits under, or any other monetary entitlement under Defendant's sponsored
11 benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement
12 Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary,
13 earnings, wages, or any other form of compensation for the purposes of any of Defendant's benefit
14 plan, policy, or bonus program. Defendant retains the right to modify the language of its benefits
15 plans, policies, and bonus programs to reflect this intent and to make clear that any amounts paid
16 pursuant to this Settlement Agreement are not for "weeks worked," "weeks paid," "weeks of
17 service," or any similar measuring term as defined by applicable plans, policies, and bonus programs
18 for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional
19 contributions or benefits are not required by this Settlement Agreement. Defendant does not consider
20 the Class Settlement payments "compensation" for purposes of determining eligibility for, or benefit
21 accrual within, any benefit plans, policies, or bonus programs, or any other plan sponsored by
22 Defendant.

23 **6.7. CLASS ATTORNEY FEES AND EXPENSES**

24 As part of the motion for final approval of the Class Settlement, Class Counsel may apply for
25 an award of Class Attorney Fees and Expenses with the fee portion not to exceed one-third of the
26 Gross Settlement Amount (i.e., \$45,000.00) and the award of costs and expenses up to an additional
27 \$20,000.00. Defendant agrees to not object to any such fee, cost, or expense application in those
28 amounts.

1 As a condition of this Class Settlement, Class Counsel has agreed to pursue fees only in the
2 manner reflected by this subsection. Any Class Attorney Fees and Expenses awarded by the Court
3 shall be paid from the Gross Settlement Amount prior to arriving at the Net Settlement Amount and
4 shall not constitute payment to any Class Members. If Class Counsel voluntarily reduces the request
5 for Class Attorney Fees and Expenses or the Court’s award of Class Attorney Fees and Expenses is
6 less than set forth above, the Net Settlement Amount shall be recalculated to reflect the actual Class
7 Attorney Fees and Expenses awarded.

8 The Class Attorney Fees and Expenses approved by the Court shall reflect: **(a)** all work
9 performed and costs and expenses incurred by, or at the direction of, any attorney purporting to
10 represent the Settlement Class through the date of this Settlement Agreement; **(b)** all work to be
11 performed and costs to be incurred in connection with approval by the Court of the Class Settlement;
12 **(c)** all work to be performed and costs and expenses, if any, incurred in connection with
13 administering the Class Settlement through the Effective Date and dismissal of the Action with
14 prejudice; and **(d)** may be based on the “common fund doctrine.”

15 **7. SETTLEMENT ADMINISTRATION**

16 **7.1. COSTS AND EXPENSES**

17 All costs and expenses due to the Settlement Administrator in connection with its
18 administration of the Settlement, including, but not limited to, providing the Class Notice, locating
19 Class Members, processing Opt Out requests and objections, distributing the portion of the PAGA
20 Payment payable to the LWDA, distributing the portion of the PAGA Payment payable to PAGA
21 Members, and calculating, administering and distributing Individual Settlement Amounts to the Class
22 Participants and related tax forms, shall be paid from the Gross Settlement Amount, and is not
23 expected to exceed \$15,000.00.

24 **7.2. PAYMENT BY DEFENDANT**

25 Defendant shall deposit the Gross Settlement Amount as follows: (i) Defendant shall pay
26 one-third of the Gross Settlement Amount to the Settlement Administrator within seven (7) days of
27 the Effective Date (“First Payment”); (ii) Defendant shall pay one-third of the Gross Settlement
28 Amount within 6-months of the first payment (“Second Payment”); and (iii) Defendant shall pay one-

1 third of the Gross Settlement Amount within 6-months of the second payment (“Third Payment”). In
2 no event shall Defendant be obligated to pay or deposit with the Settlement Administrator more than
3 \$135,000.00 plus the Employer’s Taxes, except where the Escalator Provision is triggered.

4 **8. NOTICE TO CLASS MEMBERS AND CLAIMS ADMINISTRATION**

5 **PROCESS**

6 **8.1. THE SETTLEMENT ADMINISTRATOR**

7 The Settlement Administrator will be responsible for: mailing the Class Notice and Share
8 Form (**Exhibit 1** and **Exhibit 2**, respectively) to Class Members; posting notice of entry of final order
9 and judgment certifying the Class Settlement and approving this Settlement Agreement; handling
10 inquiries from Class Members concerning the Class Notice; determining Individual Settlement
11 Amounts; determining individual payments to members of the PAGA Members; maintaining the
12 settlement funds in an appropriate interest-bearing account; preparing, administrating, and
13 distributing Individual Settlement Amounts to Class Participants; preparing, administrating, and
14 distributing individual payments to members of the PAGA Members; distributing the portion of the
15 PAGA Payment payable to the LWDA; issuing a final report and performing such other duties as the
16 Parties may direct. Additionally, the Settlement Administrator will handle all tax document
17 preparation and reporting, including state and federal tax forms, if any.

18 On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and
19 Defense Counsel with summary information updating them as to the number of validated and timely
20 objections and Opt Out requests. The Settlement Administrator will serve on Class Counsel and
21 Defense Counsel via e-mail date-stamped copies of the original Opt Out requests and objections no
22 later than seven (7) days after their receipt. The Settlement Administrator will provide Class Counsel
23 with proof of mailing of the Class Notice, without listing individual Class Member names which the
24 Settlement Administrator will file with the Court at the time Class Counsel files its motion in support
25 of the Court’s Final Approval and Fairness Hearing.

26 No later than thirty (30) days prior to the Final Approval and Fairness Hearing, the Settlement
27 Administrator will compile and deliver to Class Counsel and Defense Counsel a report with summary
28 information regarding: (a) the total amount of final Individual Settlement Amounts of each Class

1 Participant, without any identifying personal information; **(b)** the number of Class Participants to
2 receive such payments, and **(c)** the final number of Opt-Outs and objections.

3 Administrative Expenses are not anticipated to exceed \$15,000.00. Prior to the calculation and
4 distribution of the Individual Settlement Amounts, the Settlement Administrator shall calculate the
5 total Administrative Expenses through the conclusion of their services and such actual amount will be
6 deducted from the Gross Settlement Amount prior to the final calculation of the Individual Settlement
7 Amounts.

8 **8.2. NOTICE TO CLASS MEMBERS**

9 Notice shall be provided to Class Members in the following manner: Within fourteen (14)
10 days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with
11 an updated list of Class Members and members of the PAGA Members containing names, social
12 security numbers, dates of employment, last-known addresses, and phone numbers (the “Database”).
13 The Database shall be marked “Confidential – Settlement Administrator’s Eyes Only.” Class Counsel
14 shall not receive a copy of this list.

15 Within twenty-eight (28) days following the Preliminary Approval Date, the Settlement
16 Administrator shall determine the number of workweeks worked by each Class Member and number
17 of pay periods worked by each PAGA Member, populate the data for each Class Member and PAGA
18 Member accordingly, and send each Class Member and PAGA Member the Class Notice via first-
19 class, United States mail. The Class Notice shall also contain an easily-understood statement alerting
20 the Class Members that, unless they elect to Opt Out of the Class Settlement, the Class Member is
21 releasing and waiving all Released Claims against the Released Parties. The notice will advise that
22 PAGA Members may not Opt Out of the PAGA Settlement.

23 The Class Notice will inform Class Members and PAGA Members of their estimated share of
24 the settlement and the number of workweeks they worked during the Class Period and/or pay periods
25 worked during the PAGA Period. Class Members and PAGA Members may dispute their workweeks
26 or pay periods if they believe they worked more workweeks in the Class Period or pay periods in the
27 PAGA Period than Defendant’s records show by submitting information to the Settlement
28 Administrator no later than forty-five (45) days after being mailed the Class Notice and Share Form

1 by the Settlement Administrator, which is the defined Response Deadline. The Settlement
2 Administrator will jointly work with Plaintiff and Defendant to resolve the dispute in good faith. If
3 Plaintiff and Defendant cannot agree over the workweeks or pay periods to be credited, the
4 Settlement Administrator shall make the final decision based on the information presented by the
5 Class Member and/or PAGA Member and Defendant.

6 **8.3. OPT OUT PROCEDURE**

7 Class Members who do not timely Opt Out of the Class Settlement will be deemed to
8 participate in the Class Settlement and shall become Class Participants without having to submit a
9 claim form or take any other action. To Opt Out of the Class Settlement, the Class Member must
10 submit a letter or postcard to the Settlement Administrator by the Response Deadline. The Opt Out
11 request must state the Class Member's name, address, telephone number, and social security number,
12 and be signed by the Class Member. The Opt Out request should state something to the effect of:

13 "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE
14 *JOEL EVAN BYERS V. ALTA SIERRA COUNTRY CLUB INC.* LAWSUIT. I
15 UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE
16 SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE
CLASS SETTLEMENT OF THIS LAWSUIT AND WILL NOT BE RELEASING
ANY CLAIMS I MIGHT HAVE."

17 Any Opt Out request that is not postmarked by the Response Deadline will be invalid. If, prior
18 to the Response Deadline, any Class Notice mailed to a Class Member is returned as having been
19 undelivered by the United States Postal Service, the Settlement Administrator shall perform a skip
20 trace search and seek an address correction for such Class Members, and a second Class Notice will
21 be sent to any new or different address obtained. Such Class Members shall have an additional
22 fourteen (14) days from the date of the mailing of the second Class Notice in which to Opt Out,
23 object, or dispute the information provided in the Share Form if the Response Deadline would have
24 otherwise passed prior to fourteen (14) days from the date of the mailing of the second Class Notice.

25 It will be presumed that, if an envelope containing the Class Notice has not been returned
26 within thirty (30) days of the mailing, the Class Member received the Class Notice. At least twenty-
27 one (21) days prior to the Final Approval and Fairness Hearing, the Settlement Administrator shall
28 provide Class Counsel and Defense Counsel with a Declaration of Due Diligence and Proof of

1 Mailing with regard to the mailing of the Class Notice and its attempts to locate Class Members. The
2 declaration shall specify the number of Class Members to whom the Class Notice was sent and the
3 number of Class Members to whom the Class Notice was not delivered, as well as information
4 relating to the number of Opt-Outs and objectors. Class Counsel shall file this declaration with the
5 Court.

6 If the Settlement Administrator determines that an Opt Out request returned by a Class
7 Member before the Response Deadline is deficient, then the Settlement Administrator shall mail a
8 deficiency letter to that Class Member identifying the problem. If a Class Member submits both a
9 dispute and an Opt Out request, the Settlement Administrator shall make reasonable attempts to
10 clarify as if the Opt Out request were deficient. If the Class Member fails to cure the deficiency, the
11 Opt Out request shall be disregarded and the claim will be paid, and the Class Member will become
12 bound by the judgment. Class Participants will be bound by the release of Released Class Claims set
13 forth in this Settlement Agreement.

14 A request to Opt Out of the Class Settlement shall *not* serve to exclude the Class Member
15 from participation in the PAGA Settlement. Class Members who submit a valid Opt-Out shall still be
16 entitled to their share of the PAGA Payment. Class Members who are also members of the PAGA
17 Members shall have no right or ability to opt out of the portion of this Settlement Agreement
18 releasing PAGA claims.

19 **8.4. OBJECTION PROCEDURE**

20 The Class Notice shall inform the Class Members of their right to object to the Class portion
21 of the Settlement if they do not Opt Out. Any Class Participants who wish to object to the Class
22 Settlement may submit a written objection to the Settlement Administrator no later than the Response
23 Deadline. Only Class Participants may object to the Settlement. The objection should include the case
24 name and number and must set forth, in clear and concise terms, a statement of the reasons why the
25 objector believes that the Court should find that the proposed Class Settlement is not in the best
26 interest of the Settlement Class and the reasons why the Class Settlement should not be approved,
27 including the legal and factual arguments supporting the objection. If an objector also wishes to
28 appear at the Final Approval and Fairness Hearing, in person or through an attorney, they may do so.

1 The Settlement Administrator will promptly serve copies of any objection or notice of intention to
2 appear on Class Counsel and Defense Counsel. Class Members wishing to make an objection may
3 appear at the Final Approval and Fairness Hearing, either in person or through a lawyer retained at
4 their own expense.

5 **8.5. NOTICE OF FINAL JUDGMENT**

6 Within seven (7) days after the Court has held a Final and Fairness Approval Hearing and
7 entered a final order certifying the Class for settlement purposes only and approving the Class
8 Settlement, the Settlement Administrator will give notice of judgment to Class Members pursuant to
9 rule 3.771(b) of the California Rules of Court, by posting a copy of said order and final judgment on
10 its website at a web address to be included in the Class Notice.

11 **9. CLASS SETTLEMENT FUNDING AND DISTRIBUTION**

12 **9.1. ALLOCATION OF THE GROSS SETTLEMENT AMOUNT**

13 The claims of all Class Members are settled for the Gross Settlement Amount of \$135,000.00,
14 which will be allocated as follows:

- 15 1. The Administrative Expenses, estimated not to exceed \$15,000.00;
- 16 2. Class Counsel's attorney fees not to exceed \$45,000.00;
- 17 3. Class Counsel's litigation costs and expenses not to exceed \$20,000.00;
- 18 4. The Incentive Award, not to exceed \$10,000.00; and
- 19 5. PAGA Payment to LWDA of \$15,000.00.

20 For purposes of calculating the estimated Individual Settlement Amounts, the Settlement
21 Administrator shall calculate the estimated Net Settlement Amount based on the estimated values
22 provided above prior to sending Notice to the Class Members. Prior to final distribution, the
23 Settlement Administrator shall recalculate the final Net Settlement Amount based on the actual
24 values of the amounts in each category.

1 **9.2. CALCULATION OF THE INDIVIDUAL SETTLEMENT AMOUNTS FOR**
2 **CLASS PARTICIPANTS**

3 Individual Settlement Amounts to be paid to Class Participants shall be paid from the Net
4 Settlement Amount. The Net Settlement Amount shall be distributed pro rata as described in
5 paragraph 6.3.

6 Defendant will provide the Settlement Administrator with any information reasonably
7 necessary to perform the calculation of the number of workweeks for each Class Member, and any
8 other reasonably required information the Settlement Administrator requests to perform the
9 calculations required under this Settlement Agreement. Defendant shall have no responsibility for
10 deciding the validity of the Individual Settlement Amounts or any other payments made pursuant to
11 this Settlement Agreement, shall have no involvement in or responsibility for the determination or
12 payment of Employee’s Taxes and Required Withholding, and shall have no liability for any errors
13 made with respect to such Employee’s Taxes and Required Withholding. Although the Settlement
14 Administrator will calculate and pay the standard Employee’s Taxes and Required Withholding on
15 the portion of the Individual Settlement Amounts constituting wages on their behalf, Plaintiff and
16 Class Participants represent and understand that they shall be solely responsible for any and all tax
17 obligation associated with their respective Individual Settlement Amounts and Incentive Awards.

18 **9.3. CALCULATION OF THE PAYMENTS FOR INDIVIDUAL MEMBERS OF**
19 **THE PAGA MEMBERS**

20 Each PAGA Members shall be entitled to receive a portion of the PAGA Payment. The
21 PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have agreed is a
22 reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is
23 \$20,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699
24 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$15,000.00) to the LWDA and
25 twenty-five percent (25%) (i.e., \$5,000.00) to the PAGA Members.

26 The portion of the PAGA Payment allocated to the PAGA Members shall be distributed to the
27 PAGA Members based on the pro rata calculation as described in paragraph 6.4. Each PAGA
28 Member, including Plaintiff, shall be responsible for the payment of the Employee’s Taxes and

1 Required Withholding with respect to their share of the PAGA Payment and shall hold Defendant
2 harmless from any and all liability with regard thereto.

3 Defendant will provide the Settlement Administrator with any information reasonably
4 necessary to perform the calculation of the number of pay periods worked for each PAGA Members ,
5 and any other reasonably required information the Settlement Administrator requests to perform the
6 calculations required under this Settlement Agreement. Defendant shall have no responsibility for
7 deciding the validity of the individual payment amounts allocated to each member of the PAGA
8 Members or any other payments made pursuant to this Settlement Agreement, shall have no
9 involvement in or responsibility for the determination or payment of Employee's Taxes and Required
10 Withholding, and shall have no liability for any errors made with respect to such Employee's Taxes
11 and Required Withholding.

12 The members of the PAGA Members shall be solely responsible for any and all tax obligation
13 associated with their respective shares of the PAGA Payment.

14 **9.4. TIME FOR PAYMENT OF ATTORNEY FEES AND EXPENSES**

15 The Settlement Administrator shall distribute to Class Counsel any attorney fees and expenses
16 approved by the Court no later than fourteen (14) days after receipt of the Third Payment.

17 **9.5. TIME FOR PAYMENT OF INCENTIVE AWARD**

18 The Settlement Administrator shall distribute to Plaintiff the Incentive Award approved by the
19 Court no later than fourteen (14) days after receipt of the Third Payment.

20 **9.6. TIME FOR PAYMENT OF PAGA PAYMENT TO THE LWDA**

21 The Settlement Administrator shall distribute to the LWDA the portion of the PAGA Payment
22 due to it and approved by the Court no later than fourteen (14) days after receipt of the Third
23 Payment.

24 **9.7. TIME FOR PAYMENT OF TAXES AND REQUIRED WITHHOLDING AND**
25 **INDIVIDUAL SETTLEMENT AMOUNTS**

26 The Settlement Administrator shall make every effort to pay the Employee's Taxes and
27 Required Withholding associated with each Class Participant's Individual Settlement Amount and
28 mail the Individual Settlement Amount to each Class Participant, by first-class United States mail, to

1 the last-known address no later than fourteen (14) days after receipt of the Third Payment. If the
2 Settlement Administrator is not able to do so within the time period set forth above, it shall so inform
3 Class Counsel and Defense Counsel and provide an approximate date by which the Employee's
4 Taxes and Required Withholding shall be paid and the Individual Settlement Amounts will be mailed.
5 Under no circumstances shall the Settlement Administrator distribute checks to Class Participants
6 until all Individual Settlement Amounts have been considered, calculated, and accounted for, and all
7 of the remaining monetary obligations have been calculated and accounted for.

8 Within two hundred ten (210) days of mailing the Individual Settlement Amounts to Class
9 Participants, the Settlement Administrator shall file with the Court and provide to Class Counsel a
10 declaration of payment. If any Class Participant is deceased, payment shall be made payable to the
11 estate of that Class Member and delivered to the executor or administrator of that estate, unless the
12 Settlement Administrator has received an affidavit or declaration pursuant to California Probate Code
13 section 13101, in which case payment shall be made to the affiant(s) or declarant(s).

14 **9.8. NON-CASHED SETTLEMENT CHECKS**

15 Any funds associated with checks that have not been cashed within one hundred eighty (180)
16 days, will become void and the Individual Settlement Amount associated with the uncashed check
17 will be remitted pursuant to Code of Civil Procedure section 384 to the California State Controller for
18 deposit in the Unclaimed Property Fund in the name of the individual whose check was uncashed.
19 The Parties agree that this disposition results in no "unpaid residue" within the meaning of California
20 Civil Procedure Code section 384, as the entire Net Settlement Amount will be paid out to Class
21 Participants, whether or not they all cash their Individual Settlement Amount checks. Therefore,
22 Defendant shall not be required to pay any interest on said amount. For the purposes of determining
23 whether Defendant has met their financial obligation to pay the Individual Settlement Payment,
24 Defendant will be deemed to have fulfilled its obligation upon the mailing of the check to the Class
25 Member, regardless of whether such Class Member subsequently negotiates the check.
26
27
28

1 **9.9. DISPUTES REGARDING WORKWEEKS OR PAY PERIODS AND PAYMENT**
2 **OF INDIVIDUAL SETTLEMENT SHARES AND INDIVIDUAL PAGA**
3 **SETTLEMENTS**

4 Class Member Workweeks and PAGA Member pay periods and the corresponding Individual
5 Settlement Amounts and PAGA Settlement Amounts shall be calculated using the employment and
6 payroll records of Defendant, which presumptively shall be deemed to be full, complete, and accurate
7 for purposes of this Settlement Agreement. To overcome that presumption, any Class Member or
8 PAGA Member objecting to the accuracy of the number of Workweeks or pay periods or the amounts
9 of the Individual Settlement Amount or Individual PAGA Settlement Amount must submit
10 documentary evidence, such as pay stubs or other written employment records, to the Settlement
11 Administrator. Each Class Member or PAGA Member may dispute the number of Workweeks or pay
12 periods, or their corresponding individual settlements contained on their Class Notice (“Workweeks
13 or Pay Period Dispute”). Any such Dispute must be mailed or faxed to the Settlement Administrator
14 by the Class Member and/or PAGA Member, postmarked or fax-stamped on or before the Response
15 Deadline. The Settlement Administrator shall immediately provide copies of all disputes to counsel
16 for Defendant, shall inform Class Counsel of the dispute without disclosing the identity of the Class
17 Member or PAGA Member making the dispute, and shall immediately attempt to resolve all such
18 disputes directly with relevant Class Members and PAGA Members with the assistance of Defendant,
19 Defense Counsel, and Class Counsel. If the dispute cannot be resolved, it shall be submitted to the
20 Settlement Administrator for its final, non-appealable decision. The Settlement Administrator shall
21 use its best efforts to resolve all such disputes prior to the Effective Date. If, however, a dispute arises
22 or is not resolved until after the Settlement Amount has been distributed, the initial calculation shall
23 stand (as Defendant shall be under no obligation to pay any amounts in excess of the Gross
24 Settlement Amount under this Settlement Agreement).

25 **10. NULLIFICATION OF THIS SETTLEMENT AGREEMENT**

26 **10.1. NON-APPROVAL OF THIS SETTLEMENT AGREEMENT**

27 The Settlement and conditional class certification shall be considered null and void, and
28 neither the Settlement, conditional class certification, nor any of the related negotiations or

1 proceedings, shall be of any force or effect, and all Parties to the Class Settlement shall stand in the
2 same position, without prejudice, as if the Settlement had been neither entered into nor filed with the
3 Court, if any of the following occur: **(a)** the Court should for any reason fail to approve this
4 Settlement Agreement in the form agreed to by the Parties; **(b)** the Court should for any reason fail to
5 enter a judgment with prejudice of the Action, or **(c)** the approval of the Class Settlement and
6 judgment is reversed, modified, or declared or rendered void. Notwithstanding the foregoing, the
7 Parties may attempt in good faith to cure any perceived defects in this Settlement Agreement to
8 facilitate approval.

9 **10.2. PARTIES' RIGHTS TO VOID CLASS SETTLEMENT; ESCALATOR**
10 **PROVISION**

11 In the event the qualifying workweeks worked by Class Members during the Class Period
12 increase by more than 15%, Defendant shall have the option to either: (i) increase the Gross
13 Settlement Amount on a pro-rata basis equal to the percentage increase in the number of workweeks
14 worked by the Class Members above 15% (for example, if the number of workweeks increases by
15 16%, the Gross Settlement Amount will increase by 1%) or (ii) shorten the release period to an earlier
16 date at which only the represented number of workweeks plus 15% are covered by the Class Period.

17 **10.3. INVALIDATION**

18 Invalidation of any material portion of this Settlement Agreement shall invalidate the Class
19 Settlement in its entirety, unless the Parties subsequently agree in writing that the remaining
20 provisions of the Class Settlement are to remain in full force and effect.

21 **10.4. STAY ON APPEAL**

22 If a timely appeal from the approval of the Class Settlement and judgment, the judgment shall
23 be stayed, and Defendant shall not be obligated to fund the Gross Settlement Amount or take any
24 other actions required by this Settlement Agreement until all appeal rights have been exhausted by
25 operation of law.
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1 **11. MOTIONS FOR COURT APPROVAL**

2 **11.1. PRELIMINARY APPROVAL**

3 As soon as practicable after execution of this Settlement Agreement, Class Counsel will
4 submit this Settlement Agreement to the Court along with a Motion for Preliminary Approval of the
5 Class Settlement. Each party shall cooperate to present the Class Settlement to the Court for
6 preliminary approval in a timely fashion.

7 **11.2. FINAL APPROVAL**

8 The Final Approval and Fairness Hearing shall be held before the Court. At the Final
9 Approval and Fairness Hearing, Plaintiff shall move the Court for the entry of the final order
10 certifying the Settlement Class for settlement purposes only and approving the Class Settlement as
11 being fair, reasonable, and adequate to the Class Participants within the meaning of California Rules
12 of Court, Rule 3.769, subdivisions (c), (d) and (e), and for the entry of a final judgment of the Action
13 consistent with the terms of the Class Settlement and rule 3.769, subdivision (h), of the California
14 Rules of Court. Class Counsel and Defense Counsel shall submit to the Court such pleadings and/or
15 evidence as may be required for the Court's determination.

16 **12. RELEASES AND WAIVERS**

17 **12.1. RELEASE OF CLAIMS BY THE SETTLEMENT CLASS**

18 Upon the Effective Date, the Releasing Parties shall be deemed to each release the Released
19 Parties, and each of them, of and from any and all Released Claims arising during the Class Period. It
20 is the desire of the Parties and the Releasing Parties to fully, finally, and forever settle, compromise,
21 and discharge the Released Claims. Each of the Releasing Parties, including each Class Participant,
22 will be bound by the release of Released Claims as a result of the Class Settlement and to the terms of
23 the final judgment and the satisfaction of such judgment.

24 Class Participants will be deemed to have acknowledged and agreed that their claims for
25 wages and/or penalties in the Action are disputed, and that their Individual Settlement Amount
26 constitutes payment of all sums allegedly due to them. Class Participants will be deemed to have
27 acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Individual
28 Settlement Amount. That section provides in pertinent part as follows:

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

4 **12.2. RELEASE OF CLAIMS BY PLAINTIFF**

5 Plaintiff, on behalf of himself and his dependents, heirs and assigns, beneficiaries, devisees,
6 legatees, executors, administrators, agents, trustees, conservators, guardians, personal representatives,
7 and successors-in-interest, whether individual, class, representative, legal, equitable, direct or
8 indirect, or any other type or in any other capacity, shall and does hereby forever release, discharge
9 and agree to hold harmless the Released Parties from any and all charges, complaints, claims,
10 liabilities, obligations, promises, agreements, controversies, damages, liens, due, sum of money,
11 actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney
12 fees and costs), known or unknown, mature or unmature, suspected or unsuspected, at law or in
13 equity, which he may now have or may have after the signing of this Settlement Agreement, arising
14 out of or in any way connected with his employment with Defendant including, the Released Claims,
15 claims that were asserted or could have been asserted in the Complaint and/or the First Amended
16 Complaint, and any and all transactions, occurrences, or matters between the Parties occurring prior
17 to the date this Settlement Agreement is fully executed. Without limiting the generality of the
18 foregoing, this release shall include, but not be limited to, any and all claims under: **(a)** the
19 Americans with Disabilities Act; **(b)** Title VII of the Civil Rights Act of 1964; **(c)** the Civil Rights
20 Act of 1991; **(d)** 42 U.S.C. § 1981; **(e)** the Age Discrimination in Employment Act; **(f)** the Fair Labor
21 Standards Act; **(g)** the Equal Pay Act; **(h)** the Employee Retirement Income Security Act, as
22 amended; **(i)** the Consolidated Omnibus Budget Reconciliation Act; **(j)** the Rehabilitation Act of
23 1973; **(k)** the Family and Medical Leave Act; **(l)** the Civil Rights Act of 1966; **(m)** the California Fair
24 Employment and Housing Act; **(n)** the California Constitution; **(o)** the California Labor Code; **(p)** the
25 California Government Code; **(q)** the California Civil Code; and **(r)** any and all other federal, state,
26 and local statutes, ordinances, regulations, rules, and other laws, and any and all claims based on
27 constitutional, statutory, common law, or regulatory grounds as well as any other claims based on
28 theories of wrongful or constructive discharge, breach of contract or implied contract, fraud,
misrepresentation, promissory estoppel, or intentional infliction of emotional distress, negligent

1 infliction of emotional distress, or damages under any other federal, state, or local statutes,
2 ordinances, regulations, rules, or laws. This release is for any and all relief, no matter how
3 denominated, including, but not limited to, back pay, front pay, vacation pay, bonuses, compensatory
4 damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering,
5 and attorney fees and costs, and Plaintiff hereby forever releases, discharges and agrees to hold
6 harmless Defendant and the Released Parties from any and all claims for attorney fees and costs
7 arising out of the matters released in this Settlement Agreement.

8 Plaintiff specifically acknowledges that he is aware of and familiar with the provisions of
9 California Civil Code section 1542, which provides as follows:

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

13 Plaintiff, being aware of California Civil Code section 1542, hereby expressly waives and
14 relinquishes all rights and benefits he may have under section 1542 as well as any other statutes or
15 common law principles of a similar effect. Plaintiff may hereafter discover facts in addition to or
16 different from those which he now knows or believes to be true with respect to the subject matter of
17 all the claims referenced herein, but agrees that, upon the Effective Date, Plaintiff shall and hereby
18 does fully, finally, and forever settle and release any and all claims against the Released Parties,
19 known or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or
20 could have been asserted upon any theory of law or equity without regard to the subsequent discovery
21 of existence of such different or additional facts.

22 **12.3. CIRCULAR 230 DISCLAIMER**

23 Each party to this Settlement Agreement (for purposes of this section, the “Acknowledging
24 Party”; and each party to this Agreement other than the Acknowledging Party, an “Other Party”)
25 acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written
26 communication or disclosure between or among the parties or their attorneys and other advisers, is or
27 was intended to be, nor shall any such communication or disclosure constitute or be construed or be
28 relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31

1 C.F.R. Part 10); **(2)** the Acknowledging Party **(a)** has relied exclusively upon her or its own
2 independent legal and tax advisers for advice (including tax advice) in connection with this
3 Settlement Agreement, **(b)** has not entered into this Settlement Agreement based upon the
4 recommendation of any other party or any attorney or advisor to any other party, and **(c)** is not
5 entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to
6 avoid any tax penalty that may be imposed on the Acknowledging Party; and **(3)** no attorney or
7 adviser to any other party has imposed any limitation that protects the confidentiality of any such
8 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon
9 disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction,
10 including any transaction contemplated by this Settlement Agreement.

11 **13. DUTIES OF THE PARTIES**

12 **13.1. MUTUAL FULL COOPERATION**

13 The Parties agree to cooperate fully with one another to accomplish and implement the terms
14 of this Settlement Agreement. Such cooperation shall include, but not be limited to, execution of such
15 other documents and the taking of such other actions as may reasonably be necessary to fulfill the
16 terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts
17 contemplated by this Settlement Agreement and any other efforts that may become necessary by
18 court order or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As
19 soon as practicable after execution of this Settlement Agreement, Class Counsel, with the cooperation
20 of Defendant and Defense Counsel, shall take all necessary and reasonable steps to secure the Court's
21 final approval of this Settlement Agreement.

22 **13.2. DUTY TO SUPPORT AND DEFEND THE CLASS SETTLEMENT**

23 The Parties agree to abide by all of the terms of this Settlement Agreement in good faith and
24 to support the Settlement fully and to use their best efforts to defend this Settlement from any legal
25 challenge, whether by appeal or collateral attack.

26 **13.3. DUTIES PRIOR TO COURT APPROVAL**

27 Class Counsel shall promptly submit this Settlement Agreement to the Court for preliminary
28 approval and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly

1 upon execution of this Settlement Agreement, Class Counsel shall apply to the Court for the entry of
2 a preliminary order scheduling a hearing on the question of whether the proposed Class Settlement
3 should be approved as fair, reasonable, and adequate as to the Class Members, approving as to form
4 and content the proposed Class Notice and Share Form attached hereto as **Exhibit 1** and **Exhibit 2**,
5 respectively, and directing the mailing of the Class Notice to Class Members.

6 **14. MISCELLANEOUS PROVISIONS**

7 **14.1. VOIDING THIS SETTLEMENT AGREEMENT**

8 Pending Court approval and other than as provided herein, if any of the conditions set forth in
9 this Settlement Agreement are not met and satisfied, this Settlement Agreement may, at the option of
10 either Plaintiff or Defendant, be ineffective, void, and of no further force and effect, and may not be
11 used or be admissible in any subsequent proceeding, either in this Court or in any other court or
12 forum. If either Party decides to void the Settlement Agreement, then the Settlement Agreement and
13 conditional class certification shall be considered void, and neither the Settlement Agreement,
14 conditional class certification, nor any of the related negotiations or proceedings, shall be of any force
15 or effect, and the Parties shall stand in the same position, without prejudice, as if this Settlement
16 Agreement had been neither entered into nor filed with the Court. Should any Party choose to void
17 the Class Settlement under this subsection, such Party shall be responsible for all Settlement
18 Administrator fees and costs actually incurred.

19 **14.2. DIFFERENT FACTS**

20 The Parties acknowledge that, except for matters expressly represented herein, the facts in
21 relation to the dispute and all claims released by the terms of this Settlement Agreement may turn out
22 to be different from the facts now known by each party and/or its counsel, or believed by such Party
23 or counsel to be true, and each Party therefore expressly assumes the risk of the existence of different
24 or presently unknown facts, and agrees that this Settlement Agreement shall be in all respects
25 effective and binding despite such difference.

26 **14.3. NO PRIOR ASSIGNMENTS**

27 The Parties represent, covenant, and warrant that they have not directly or indirectly assigned,
28 transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any

1 portion of any liability, claim, demand, action, cause of action, or right herein released and
2 discharged except as set forth herein.

3 **14.4. NON-ADMISSION**

4 Nothing in this Settlement Agreement shall be construed as or deemed to be an admission by
5 any Party of any liability, culpability, negligence, or wrongdoing toward any other Party, or any other
6 person, and the Parties specifically disclaim any liability, culpability, negligence, or wrongdoing
7 toward each other or any other person. Each of the Parties has entered into this Settlement Agreement
8 with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses,
9 and contingencies. Nothing herein shall constitute any admission by Defendant of wrongdoing or
10 liability, or of the truth of any factual allegations in the Action. Nothing herein shall constitute any
11 admission by Defendant regarding the merits of the Claims in this Action, including but not limited to
12 claims for unpaid wages or violations under California or federal law. Nothing herein shall constitute
13 an admission by Defendant that the Action was properly brought as a class or representative action
14 other than for settlement purposes. To the contrary, Defendant has denied and continues to deny each
15 and every material factual allegation and all Claims. To this end, the Settlement of the Action, the
16 negotiation and execution of this Settlement Agreement, and all acts performed or documents
17 executed pursuant to or in furtherance of this Settlement Agreement or the Settlement are not, shall
18 not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability
19 on the part of Defendant or of the truth of any of the factual allegations in the Complaint and/or First
20 Amended Complaint in the Action; and are not, shall not be deemed to be, and may not be used as, an
21 admission or evidence of any fault or omission on the part of Defendant in any civil, criminal, or
22 administrative proceeding in any court, administrative agency, or other tribunal.

23 **14.5. NON-EVIDENTIARY USE**

24 Neither this Agreement nor any of its terms, nor any statements or conduct in the negotiation
25 or drafting of it, shall be offered or used as evidence by Plaintiff, any Class Member (including any
26 individual who requested to be excluded from the Settlement Class), Defendant, or its, her, his, or
27 their respective counsel, in the Action, except as is reasonably necessary to effectuate the Settlement
28 Agreement's purpose and terms. This Settlement Agreement may, however, be used by Defendant

1 and the Released Parties to prove or defend against any claim released herein by any Class Member
2 in any judicial, quasi-judicial, administrative, or governmental proceeding.

3 **14.6. MEDIA OR PRESS**

4 Plaintiff and Defendant, and their respective counsel, recognize, accept, and agree that the
5 Parties to this Settlement Agreement desire that the terms of this Settlement Agreement, the fact of
6 the Class Settlement embodied in this Settlement Agreement, the disposition of the Action, the
7 Action, and all matters relating to the litigation of the Action, including discovery proceedings
8 therein, and evidence obtained during the course of the Action, shall not be discussed with or
9 presented to the media or press or published.

10 **14.7. NON-RETALIATION**

11 Defendant understands and acknowledges that it has a legal obligation to not retaliate against
12 any Class Member who elects to participate in the Class Settlement or elects to Opt Out of the Class
13 Settlement. Defendant will refer any inquiries regarding this Class Settlement to the Settlement
14 Administrator or Class Counsel and will not discourage Class Members who are employees, directly
15 or indirectly, from making claims, opting out, or objecting to the Class Settlement. None of the
16 Parties, or their respective attorneys or agents, shall solicit or encourage any Class Members, directly
17 or indirectly, to Opt Out of the Class Settlement.

18 **14.8. CONSTRUCTION**

19 The Parties agree that the terms and conditions of this Settlement Agreement are the result of
20 lengthy, intensive, arms-length, non-collusive negotiations between the Parties and that this
21 Settlement Agreement is not to be construed in favor of or against any party by reason of the extent to
22 which any party or its counsel participated in the drafting of this Settlement Agreement. If any of the
23 dates in this Settlement Agreement fall on a weekend, bank or court holiday, the time to act shall be
24 extended to the next business day.

25 **14.9. GOVERNING LAW**

26 This Settlement Agreement is intended to and shall be governed by the laws of the State of
27 California, without regard to conflict of law principles, in all respects, including execution,
28 interpretation, performance, and enforcement.

1 **14.10. NOTICES**

2 Except for Class Member notices required to be made by the Settlement Administrator, all
3 notices or other communications required or permitted under this Settlement Agreement shall be in
4 writing and shall be sufficiently given if delivered in person to counsel for the party appearing in this
5 Settlement Agreement by U.S. certified mail, postage prepaid, e-mail, facsimile, or overnight
6 delivery.

7 **14.11. CAPTIONS AND INTERPRETATIONS**

8 Section titles or captions contained herein are inserted as a matter of convenience and for
9 reference only and in no way define, limit, extend, or describe the scope of this Settlement
10 Agreement or any provision thereof.

11 **14.12. MODIFICATION**

12 This Settlement Agreement may not be changed, altered, or modified, except in writing
13 signed by the Parties or the Parties' counsel on their behalf. If preliminary or final approval of this
14 Settlement Agreement has been granted by the Court, then any such amendments or modifications to
15 this Settlement Agreement shall be approved by the Court. This Settlement Agreement may not be
16 discharged except by performance in accordance with its terms or by a writing signed by the Parties.

17 **14.13. INTEGRATION CLAUSE**

18 This Settlement Agreement contains the entire agreement between the Parties relating to the
19 Class Settlement of the Action and the transactions contemplated thereby, and all prior or
20 contemporaneous agreements, understandings, representations, and statements, whether oral or
21 written, and whether by a party or such party's legal counsel, are hereby superseded. No rights under
22 this Settlement Agreement may be waived except in writing as provided above.

23 **14.14. SUCCESSORS AND ASSIGNS**

24 This Settlement Agreement shall be binding on and inure to the benefit of the Parties and
25 Class Members (excluding only persons who timely Opt Out) and their respective present and former
26 heirs, trustees, executors, administrators, representatives, officers, directors, shareholders, agents,
27 employees, insurers, attorneys, accountants, auditors, advisors, consultants, pension plans, welfare
28

benefit plans, fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint ventures, predecessors, successors, and assigns.

14.15. CORPORATE SIGNATORIES

Any person executing this Settlement Agreement or any such related document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and promises, for the benefit of all Parties hereto, that such person has been duly authorized by such corporation or partnership to execute this Settlement Agreement or any such related document.

14.16. EXECUTION IN COUNTERPARTS

This Settlement Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Settlement Agreement in counterparts, and execution of counterparts shall have the same force and effect as if all Settling Parties had signed the same instrument.

14.17. ATTORNEY FEES, COSTS, AND EXPENSES

Except as otherwise specifically provided for herein, each party shall bear her or its own attorney fees, costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other party to this Settlement Agreement.

14.18. ACTION TO ENFORCE AGREEMENT

In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover her or its attorney fees and costs.

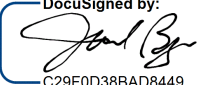
15. EXECUTION

The Parties and their counsel have executed this Settlement Agreement on the date below their signatures or the signature of their representatives. The date of this Settlement Agreement shall be the date of the latest signature.

APPROVAL AND EXECUTION BY PARTIES

CLASS REPRESENTATIVE:

Dated: 7/23/2025

DocuSigned by:

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Joel Evan Byers
Plaintiff and Class Representative

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DEFENDANT:

Dated: 7/23/2025

Alta Sierra Country Club Inc.

By: *Jonathan L. Kennedy*
Title: President

APPROVED AS TO FORM BY COUNSEL

CLASS COUNSEL:

Dated: 7/23/2025

Melmed Law Group P.C.

[Signature]
Jonathan Melmed
Attorneys for Plaintiff

DEFENDANT'S COUNSEL:

Dated: _____

Lewis Brisbois Bisgaard & Smith LLP

[Signature]
Jenny Yu
Attorneys for Defendant

EXHIBIT 1

Notice of Proposed Class Action Settlement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Joel Evan Byers v. Alta Sierra Country Club Inc.

Case Number CU0001357

Superior Court of the State of California for the County of Nevada

*You may be eligible to receive a settlement payment. Please read this notice carefully.
A court authorized this notice. This is not a solicitation from a lawyer.*

A proposed class action and PAGA settlement agreement (the “Settlement”) has been reached between: **(1)** Plaintiff Joel Evan Byers (“Plaintiff”), individually and in his representative capacity on behalf of a group of prospective class members defined below, and as a private attorney general on behalf of the State of California; and **(2)** Defendant Alta Sierra Country Club Inc. (“Defendant”). The Settlement resolves disputed claims regarding wage and hour practices against Defendant during the period from April 26, 2020, through April 4, 2025 (the “Class Period”) as applied to all individuals who are or were employed by Defendants as non-exempt employees in California during the Class Period (“Class Members”). It also resolves claims under the Private Attorneys General Act (“PAGA”) for all non-exempt employees of Defendant (“PAGA Members”) during the period from April 26, 2023 to April 4, 2025 (“PAGA Period”).

The Court has granted preliminary approval of the Settlement and ordered this notice to be sent to you. You may be entitled to money under the Settlement and the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT. If you are a Class Member (as defined above) and received this notice, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

1. DESCRIPTION OF THE LAWSUIT

Plaintiff, individually and in his representative capacity on behalf of the Class Members, and as a private attorney general on behalf of the State of California, is pursuing a lawsuit against Defendant in the Superior Court of the State of California for the County of Nevada in the matter of *Joel Evan Byers v. Alta Sierra Country Club Inc.*, case number **CU0001357** (the “Action”). The Action sought recovery for alleged: **(1)** failure to pay minimum wage for all hours worked; **(2)** failure to pay proper overtime wages; **(3)** failure to provide compliant rest periods and pay missed rest break premiums; **(4)** failure to provide compliant meal periods and pay missed meal period premiums; **(5)** failure to maintain accurate employment records; **(6)** failure to pay timely wages during employment; **(7)** failure to pay all wages due and owing at separation; **(8)** failure to reimburse business expenses; **(9)** failure to provide complete and accurate wage statements; and **(10)** violation of California’s Unfair Competition Law.

Defendant denies all liability, denies all allegations in the Action, and has raised various defenses to the claims. Defendant asserts that it fully complied with all applicable wage and hour laws, and contends that civil penalties under PAGA are not warranted. Defendant also denies that the Action is suitable for class certification. Defendant has entered into the Settlement solely for purposes of resolving this dispute to avoid costly, disruptive, and time-consuming litigation and does not admit to any wrongdoing or liability.

The Court has not ruled on the merits in the Action. By approving the Settlement and issuing this notice, the Court is *not* suggesting which side would win or lose the case if it went to trial or whether the claims are suitable for class certification. Plaintiff and Defendant (the “Parties”) concluded that it is in their respective best interests and the interests of the Class Members to settle the Action on the terms summarized in this notice. The Settlement was reached after Defendant provided extensive information and documents to Plaintiff’s counsel, and after lengthy negotiations between the Parties, including mediation with an experienced and well-respected mediator in California. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Settlement was a fair, reasonable, and adequate way to resolve the disputed claims.

Plaintiff and Plaintiff’s counsel—Jonathan Melmed and Laura Supanich of Melmed Law Group P.C. (“Class Counsel”)—support the Settlement. Among the reasons for support are the defenses to liability available to Defendant, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation. Plaintiff and Class Counsel believe that the settlement described in this notice is fair, adequate, reasonable, and in the best interests of Plaintiff and the Class Members.

Under the Settlement, the following settlement class will be certified under California law: *all individuals who are or were employed by Defendants as non-exempt employees in California during the Class Period*. The “Class Period” is defined as the period from April 26, 2020, through April 4, 2025. The Settlement provides for a gross settlement amount of \$135,000.00, a share of which is to be distributed to the Class Members based on the pro rata number of workweeks worked by the Class Members during the Class Period as a proportion of all weeks worked by all Class Members. In exchange for their share of the settlement amount, all participating Class Members will be deemed to have released Defendant from liability on the terms described in this notice.

On **August 22, 2025**, the Court preliminarily approved the Settlement and conditionally certified the settlement class. This notice is being sent to you because records indicate that you worked for Defendant during the Class Period and that you meet the definition required to be treated as a Class Member.

2. IF YOU ARE STILL EMPLOYED BY DEFENDANT, THIS SETTLEMENT WILL NOT AFFECT YOUR EMPLOYMENT.

California law strictly prohibits retaliation. Further, Defendant is prohibited by law from taking any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member’s participation or decision not to participate in the Settlement.

3. TERMS OF THE SETTLEMENT

Defendant has agreed to pay \$135,000.00 (the “Gross Settlement Amount”) to resolve the claims in the Action. The Parties agreed to the following payments from the Gross Settlement Amount:

1. **Settlement Administration Costs.** The Court has approved Apex Class Action Administration to act as the “Settlement Administrator.” Apex sent this notice to you and will perform many other duties relating to the Settlement. Under the Settlement, up to \$15,000.00 will be paid from the Gross Settlement Amount to pay the Settlement Administration Costs.

2. **Attorneys' Fees and Expenses.** Class Counsel have been prosecuting the Action on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. To date, the Parties have aggressively litigated many aspects of the case including investigation, settlement efforts, and a full-day mediation session. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of one-third of the Gross Settlement Amount (i.e., \$45,000.00) as reasonable compensation for the work Class Counsel performed and will continue to perform in the Action. Class Counsel also will ask for reimbursement of up to \$20,000.00 for the costs Class Counsel incurred in connection with the Action.
3. **Service Payment to Class Representative.** Class Counsel will ask the Court to provide a service payment to Plaintiff in the amount of \$10,000.00 for Joel Evan Byers to compensate him for his efforts on behalf of the Class Members in the Action, including assisting in the investigation and consulting with Class Counsel and providing crucial documents to Class Counsel. Plaintiff also may receive a share of the Settlement as a Class Member.
4. **PAGA Payment.** The Parties agreed on a reasonable sum of \$20,000.00 for settlement of the PAGA claims included in the Action. The Court must approve the PAGA Payment pursuant to Labor Code section 2699 and any approved amount will be distributed as follows: seventy-five percent (75%) (i.e., \$15,000.00) to the LWDA and twenty-five percent (25%) (i.e., \$5,000.00) to the individuals who come within the definition of an "aggrieved employee" for the purposes of the Settlement (i.e., all individuals who are or were employed by Defendants as non-exempt employees in California during the PAGA Period). The "PAGA Period" is defined for these purposes to mean the period from April 26, 2023, through April 4, 2025.

After deducting the amounts above, the balance of the settlement amount will form the "Net Settlement Amount" for distribution to the Class Members.

4. **DISTRIBUTION TO CLASS MEMBERS AND PAGA MEMBERS**

Each eligible Class Member who does not request exclusion from the Settlement will be deemed a participating Class Member and will receive a share from the Net Settlement Amount which will be distributed pro rata based on the proportional number of workweeks worked by each Class Member during the Class Period (the "Individual Settlement Amount"). If any Class Member requests exclusion from the Settlement, his or her share will be distributed to the remaining participating Class Members.

Each PAGA Member will receive a share from the 25% of the PAGA Payment which will be distributed pro rata based on the proportional number of pay periods worked by each PAGA Member during the PAGA Period (the "Individual PAGA Amount"). PAGA Members may *not* request exclusion from the PAGA portion of the Settlement.

Twenty percent (20%) of each Individual Settlement Amount will constitute payment in the form of wages (and each Class Participant will be issued an IRS Form W-2 for such payment to him or her). The Settlement Administrator shall take all usual and customary deductions from the Individual Settlement Amount payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. Eighty percent (80%) of each Individual Settlement Amount and the entire Individual PAGA Amount will constitute penalties and interest (and each participating Class Member and/or PAGA Member will be issued an IRS Form 1099 for such payment to him or her). There will be no deduction taken from the interest or penalty distribution, and it will be reported on IRS Form 1099 as income.

Participating Class Members are responsible for the proper income tax treatment of their Individual Settlement Amount. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

The workweeks and pay periods you worked for Defendant during the Class Period and/or PAGA Period are calculated based on Defendant's records. If you feel that you were not credited with the correct number of workweeks worked during the Class Period or pay periods in the PAGA Period, you may submit evidence to the Settlement Administrator on or before [**Response Deadline**] with documentation to establish the number of workweeks you claim to have worked during the Class Period and/or the number of pay periods you claim to have worked during the PAGA Period. **Documentation sent to the Settlement Administrator will not be returned or preserved, so do not send originals.** The Parties and the Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks and/or pay periods should be credited. The Settlement Administrator will make the final decision as to how many weeks are credited and report the outcome to the participating Class Member and/or PAGA Member.

Settlement checks will be mailed to all participating Class Members and PAGA Members after the Court grants final approval of the Settlement and judgment is entered.

5. THE RELEASE OF CLAIMS

If the Court approves the Settlement, the Court will enter judgment and the Settlement will bind all participating Class Members. The participating Class Members will then be barred from bringing any "Released Claims" against the "Released Parties" as those terms are defined below.

The "Released Parties" are Defendant and all of Defendant's present, future, and former subsidiaries, affiliates, owners, partners, equity holders, parent companies, payroll companies, divisions, insurers, reinsurers, and their present and former respective shareholders, members, agents, predecessors, successors, assigns, directors, officers, managers, trustees, employees, landlords, licensees, lessors, employee benefit plans and plan fiduciaries, representatives, predecessors, successors, transferees, heirs, executors, related entities, partnerships, and attorneys, whether in their individual or official capacities. The "Released Claims" are those claims arising out of or related to the allegations set forth in the operative complaint and/or PAGA notice to the California Labor and Workforce Development Agency that arose during the Class Period and/or PAGA Period, including claims for: (1) failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, 1197, 1197.1, and the applicable

IWC Wage Order(s); (2) failure to pay proper overtime wages in violation of Labor Code sections 510, 1194, and 1198, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (5) failure to maintain accurate employment records in violation of Labor Code sections 1174, and 1174.5; (6) failure to pay timely wages during employment in violation of Labor Code sections 204, 210; (7) failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, 203, and 256; (8) failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804; (9) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (10) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); (11) statutory penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6); and (12) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing. No other claims are released other than those claims specifically plead in the operative complaint in the Action.

Class Members who do not request exclusion from the Settlement will be deemed to have acknowledged and agreed that their claims for wages and penalties in the Action are disputed, and that the Settlement payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Settlement payments. That section provides in pertinent part as follows:

“An employer shall not require the execution of a release of a 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.”

6. YOUR OPTIONS

6.1. DO NOTHING AND RECEIVE YOUR PORTION OF THE SETTLEMENT

If you do nothing, you will be automatically included as a Class Participant in the Settlement and will receive a settlement payment. You do *not* have to take any further action to receive your settlement payment. It is, however, the responsibility of all Class Members and PAGA Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a settlement payment. The estimated amount of your settlement payment if you do nothing is included on the attached *Class Action Settlement Share Form*.

6.2. REQUEST EXCLUSION FROM THE CLASS AND THE SETTLEMENT

If you do *not* wish to take part in the class action portion of the Settlement (the “Class Settlement”), you may exclude yourself (i.e., opt out of the Class Settlement) by sending the Settlement Administrator a letter or card postmarked no later than [Response Deadline] that specifically requests exclusion from the Class Settlement in this case. The request for exclusion must include your name, address, telephone number, and signature, and it should state:

“I wish to be excluded from the settlement class in the case of *Joel Evan Byers v. Alta Sierra Country Club Inc.*. I understand that if I ask to be excluded from the settlement class,

I will not receive any money from the settlement of this lawsuit and will not be releasing any claims I might have.”

Send the request for exclusion directly to the Settlement Administrator at the following address **by no later than [Response Deadline]: [Insert Settlement Administrator Address]**

Any person who submits a timely request for exclusion from the Class Settlement shall, upon receipt, no longer be a Class Member, shall be barred from participating in the Class Settlement, and shall receive no benefits from the class action portion of the Settlement. If you want confirmation of receipt of your request for exclusion, please send it by United States certified mail, return receipt requested, or contact the Settlement Administrator.

Importantly, Class Members who timely and validly request exclusion from the Class Settlement will *not* be excluded from their share of the PAGA Payment. Requesting exclusion from the Class Settlement applies solely to the Class Members’ entitlement to the class action portion of the Settlement and not their entitlement to the PAGA Payment. If you request exclusion from the Class Settlement you will still be entitled to your share, if any, of the PAGA Payment.

6.3. OBJECT TO THE SETTLEMENT

You have the right to object to the terms of the Settlement if you do not request exclusion. If, however, the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may file with the Settlement Administrator and the Court a written objection stating your name, address, telephone number, dates of employment with Defendant, the case name and number, each specific reason in support of your objection, and any legal support for each objection. Objections in writing must be mailed to the Settlement Administrator—[Insert Settlement Administrator Address]—by no later than [Response Deadline] to be considered. **Objections that do not include all required information, or that are not timely submitted, might not be considered by the court.**

If you choose to object to the Settlement, you may also appear to speak at the final approval and fairness hearing scheduled for [Final Approval Hearing Date], at [Final Approval Hearing Time] in Department [Court Department] of the Superior Court of the State of California for the County of Nevada, located at [Court Location]. You have the right to appear either in person or through your own attorney at this hearing.

If you object to the Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided above shall have waived any objection to the Settlement, whether by appeal or otherwise.

7. HOW TO UPDATE OR CHANGE YOUR ADDRESS

If you move after receiving this notice or if it was misaddressed, please contact the Settlement Administrator, [Settlement Administrator], at [Settlement Administrator Phone] or by email at [Settlement

Administrator Email], as soon as possible. **This is important to ensure that future notices and/or the Settlement payment reach you.**

8. NOTICE OF FINAL JUDGMENT IF THE SETTLEMENT IS APPROVED

Within seven (7) days after the Court has held a final and fairness approval hearing and entered a final order approving the Settlement, if it chooses to do so, the Settlement Administrator will post a copy of that order and final judgment on its website at the following website address: **[Case-Specific Settlement URL (to be added by Settlement Administrator)]**

9. IF THE SETTLEMENT IS NOT APPROVED

If the Settlement is not approved by the Court, or if any of its conditions are not satisfied, the Settlement may be voided, in which case no money will be paid, and the case will return to litigation. If that happens, there is no assurance: **(1)** that the class will be certified by the Court; **(2)** that any decision at trial would be in favor of Class Members; **(3)** that a trial decision, if any, would be as favorable to the Class Members as the Settlement; or **(4)** that any favorable trial decision would be upheld if an appeal was filed.

10. QUESTIONS OR COMMENTS

PLEASE DO NOT CALL OR CONTACT THE COURT. If you have any questions about the settlement, you may contact the Settlement Administrator at: **[Settlement Administrator Phone]** or by e-mail at **[Settlement Administrator Email]**. You may also contact Class Counsel below:

Lawyers Representing Plaintiff and the Class Members

MELMED LAW GROUP P.C.

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EXHIBIT 2

Class Action Settlement Share Form

CLASS ACTION SETTLEMENT SHARE FORM

Joel Evan Byers v. Alta Sierra Country Club Inc.

Case Number CU0001357

Superior Court of the State of California for the County of Nevada

The proposed class action and PAGA settlement agreement (the “Settlement”) described in the accompanying *Notice of Proposed Class Action Settlement* resolves disputed claims regarding wage and hour practices against Defendant Alta Sierra Country Club Inc. (“Defendant”) during the period from April 26, 2020, through April 4, 2025 (the “Class Period”) as applied to all individuals who are or were employed by Defendant as non-exempt employees in California during the Class Period (“Class Members”). It also resolves claims under the Private Attorneys General Act (“PAGA”) for all non-exempt employees of Defendant (“PAGA Members”) during the period from April 26, 2023 to April 4, 2025 (“PAGA Period”).

You are receiving this form because you are believed to be a Class Member and/or PAGA Member. **According to Defendant’s records, you worked [REDACTED] workweeks for Defendant during the Class Period and [REDACTED] pay periods during the PAGA Period. Accordingly, your share of the Settlement is currently estimated to be \$ [REDACTED]**, which is an estimate of your allocated portion the Net Settlement Amount and the PAGA Amount, as those terms are defined in the accompanying *Notice of Proposed Class Action Settlement*. Your estimated share of the Settlement may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement.

You do not need to do anything to receive money under the Settlement.

If you believe the information provided above as to the number of your workweeks or number of pay periods is incorrect and wish to dispute it, please contact the Settlement Administrator no later than **[Response Deadline]** at:

[Settlement Administrator Contact Information]

If you dispute the information stated above, the information Defendant provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation, must be postmarked no later than **[Response Deadline]**.

Do not send originals; documentation sent to the claims administrator will not be returned or preserved.