

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Ayala vs. Steele Canyon Golf Club Corporation

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

CASE NUMBER:
30-2021-01195684-CU-WT-CJC

I certify that I am not a party to this cause. I certify that the following document(s), Order Granting Preliminary Approval of Class Action and PAGA Settlement dated 11/15/22, have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from Orange County Superior Court email address on November 15, 2022, at 2:57:17 PM PST. The electronically transmitted document(s) is in accordance with rule 2.251 of the California Rules of Court, addressed as shown above. The list of electronically served recipients are listed below:

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Clerk of the Court, by:



_____, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

NOV 15 2022

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

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

Gerardo Ayala, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

Steele Canyon Golf Club Corporation, a
California Corporation; Dove Canyon Golf
Club LLC, a Limited Liability Company,

Defendants.

CASE NO. 30-2021-01195684-CU-WT-CJC
*[Assigned for all purposes to the Honorable
Judge Wilson, Department CX101]*

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ROA #55**

Date: November 3, 2022
Time: 2:00 p.m.

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of a Class Action and PAGA Action Settlement came
3 before this Court, on November 3, 2022, the Honorable Peter J. Wilson presiding. The Court having
4 considered the papers submitted in support of the application of the parties, HEREBY ORDERS
5 THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement, the Settlement Class and
7 PAGA Settlement based upon the terms set forth in the Class Action and PAGA Settlement (the
8 "Settlement Agreement"). All terms used herein shall have the same meaning as defined in the
9 Settlement Agreement. The settlement set forth in the Settlement Agreement appears to be fair,
10 adequate and reasonable to the Class.

11 2. The Settlement falls within the range of reasonableness and appears to be
12 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
13 and final approval by this Court. The Settlement Agreement is attached as **Exhibit 1**.

14 3. A final fairness hearing on the question of whether the proposed Settlement,
15 attorneys' fees and costs to Class Counsel, and the Class Representative's Enhancement Award
16 should be finally approved as fair, reasonable and adequate as to the members of the Class is
17 scheduled in Department CX101 on the date and time set forth in the implementation schedule in
18 Paragraph 10 below.

19 4. This Court approves, as to form and content, the Notice of Proposed Class Action and
20 PAGA Settlement and Hearing Date for Court Approval (the "Class Notice") Share Form, and
21 Exclusion Form, with their certified Spanish translation, substantially in the form attached to the
22 Settlement Agreement as **Exhibits 2, 3, and 4**. The Court approves the procedure for Class Members
23 to participate in, to opt out of, and to object to, the Settlement as set forth in the Settlement
24 Agreement.

25 5. The Court directs the mailing of the Class Notice, Share Form and Exclusion Form by
26 first class United States mail to the Class Members in accordance with the Implementation Schedule
27 set forth below. The Court finds the dates selected for the mailing and distribution of the Class
28 Notice, Share Form and Exclusion form, as set forth in the Implementation Schedule, meet the
requirements of due process and provide the best notice practicable under the circumstances and

1 shall constitute due and sufficient notice to all persons entitled thereto.

2 6. The class is defined as “*All individuals who worked for Defendant Steele Canyon Golf*
3 *Club Corporation in California as non-exempt employees during the period from April 15, 2017*
4 *through May 30, 2022.*” (“Class Members”). The PAGA Class is defined as “*All individuals who*
5 *worked for Defendant Steele Canyon Golf Club Corporation in California as non-exempt employees*
6 *during the period from March 25, 2020 through May 30, 2022.*” (“PAGA Class members”).

7 7. The Court preliminary approves the terms of the Settlement Agreement, including the
8 gross settlement amount of **\$361,250.00**. The Court preliminary approves the following
9 disbursements, which fall within the ranges stipulated by and through the Settlement Agreement:

- 10 a. Up to **\$15,500.00** designated for payment to CPT Group, the Settlement
11 Administrator;
- 12 b. Up to **\$120,416.66** requested by Plaintiff and Class Counsel for the Class
13 Counsel’s attorneys’ fees;
- 14 c. Up to **\$10,00.00** in litigation costs;
- 15 d. Up to **\$10,000.00** requested by Plaintiff for his Class Representative Payment;.
- 16 e. Up to **\$26,250.00** PAGA payment to the LWDA.

17 8. It is ordered that the Class is preliminarily certified for settlement purposes only.

18 9. The Court conditionally appoints Plaintiff Gerardo Ayala as Class Representative,
19 and Farrah Mirabel of Law Offices of Farrah Mirabel, and Amir Seyedfarshi of Employment Rights
20 Law Group, APC as Class Counsel.

21 10. The Court confirms CPT Group, Inc. as the Settlement Administrator.

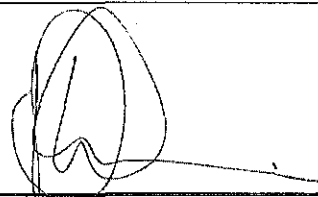
22 11. The Court orders the following **Implementation Schedule** for further proceedings:

23 a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[Within 14 days after entry by the Court of its Order of Preliminary Approval] S.A. ¶6.4
24 b.	Deadline for Settlement Administrator to mail Class Notice and Share Form to Class Members	[Within 28 days following the Preliminary Approval Date] S.A. ¶6.4
25 c.	Extended deadline for Settlement Administrator to remail notice	[15 additional days will be added to the initial 28 days] S.A. ¶ 6.5

1	d.	Deadline for Class Members to Object in writing or Request to be Excluded from Settlement. Class Members can also appear at the Final Hearing in person or through counsel and object to the settlement	[60 calendar days after mailing of the Class Notice] S.A. ¶6.5, 6.6
2			
3			
4			
5	e.	Extended Deadline for Class Members to Object or Request to be Excluded from Settlement if the notice is remailed	[15 calendar days after the Response Deadline] S.A. ¶6.6
6			
7	f.	Deadline for Class Members to submit Disputes	[60 calendar days after mailing of the Class Notice] S.A. ¶7.9
8			
9	g.	Extended Deadline for Class Members to submit Disputes if the notice is remailed	[15 calendar days after the Response Deadline] S.A. ¶7.9
10			
11	h.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees and Costs, and Enhancement Awards	[16 court days prior to the Final Approval and Fairness Hearing]
12			
13			
14	i.	Final Approval and Fairness Hearing	March 2, 2023 at 2:00 p.m.
15			

16 **IT IS SO ORDERED.**

17
18 Dated: November 15, 2022



19
20 **HON. PETER J. WILSON**
21 **JUDGE OF THE SUPERIOR COURT OF**
22 **ORANGE COUNTY**

EXHIBIT 1

1 **LAW OFFICES OF FARRAH MIRABEL**

2 Farrah Mirabel (SBN 162933)
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8 **EMPLOYMENT RIGHTS LAW GROUP, APC.**

9 Amir H. Seyedfarshi, (SBN 301656)
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11 1180 South Beverly Drive, Suite 610
12 Los Angeles, California 90035
13 Telephone: (424) 777-0964

14 Attorneys for Plaintiff, the Settlement Class, the LWDA and the PAGA Settlement Class

15 **FISHER & PHILLIPS LLP**

16 Megan C. Winter (SBN 241429)
17 E-Mail: mwinter@fisherphillips.com
18 Poline A. Pourmorady (SBN 327196)
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22 Attorneys for Defendant Steele Canyon Golf Club

23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

24 **COUNTY OF ORANGE**

25 GERARDO AYALA,

26 Plaintiff,

27 v.

28 STEELE CANYON GOLF CLUB
CORPORATION, a California Corporation;
DOVE CANYON GOLF CLUB, LLC, a
Limited Liability Company; and DOES 1 to 50,
inclusive,

Defendants.

CASE NO. 30-2021-01195684-CU-WT-CJC

*[Assigned for all purposes to the Honorable,
Peter Wilson, Dep. CX102]*

**Amended Joint Stipulation re: Class Action
Settlement**

Action Filed: Complaint filed: April 15, 2021
Trial Date: None Set

1 This Joint Stipulation Re: Class Action Settlement (hereinafter “Stipulation” or “Settlement
2 Agreement”) is made and entered into by: (1) Plaintiff Gerardo Ayala (“Plaintiff”), individually and in
3 his representative capacity on behalf of the Settlement Class, as defined below, and as a private attorney
4 general on behalf of the State of California; and (2) Defendant Steele Canyon Gold Club Corporation
5 (“Defendant”). This Settlement Agreement is subject to the approval of the Court and is made for the
6 sole purpose of attempting to consummate settlement of the action on a class-wide basis subject to the
7 following terms and conditions. This Settlement shall be binding on Plaintiff and the class he purports
8 to represent, on all PAGA Settlement Class, Defendant, and on their respective counsel, subject to the
9 terms and conditions hereof and the approval of the Court.

10 THE PARTIES STIPULATE AND AGREE as follows:

11 **1. DEFINITIONS**

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

16 **1.1. Action**

17 “Action” shall mean the following civil action: *Gerardo Ayala v. Steele Canyon Golf Club*
18 *Corporation*, case number 30-2021-01195684-CU-WT-CJC, in the Orange County Superior Court
19 filed on April 15, 2021.

20 **1.2. Administrative Expenses**

21 “Administrative Expenses” shall include all costs and expenses associated with and paid to the
22 third-party settlement administrator, which are anticipated not to exceed \$15,500.

23 **1.3. Applicable Wage Orders**

24 “Applicable Wage Orders” shall mean the California Industrial Welfare Commission (“IWC”)
25 Wage Orders applicable to the facts of this case, including IWC Wage Orders 5-2001 and others that
26 may be applicable. (Cal. Code of Regs., tit. 8, §§ 11070, 11090.)

27 **1.4. Claims**

28 “Claims” shall mean the claims asserted in the Action.

1 **1.5. Class Attorney Fees and Expenses**

2 “Class Attorney Fees and Expenses” shall mean the portion of the Gross Settlement Amount
3 for which Class Counsel may apply for their attorney fees and litigation expenses. The amount of Class
4 Attorney Fees and Expenses shall include all past and future attorneys’ fees and costs incurred in the
5 Action – including, without limitation, all time expended by Class Counsel in the Actions or in
6 defending the Settlement and securing final approval of the Settlement (including any appeals thereof).
7 Defendant agrees not to oppose a request for Class Attorney Fees and Expenses up to 1/3 of the Gross
8 Settlement Amount (i.e., \$120,416.66), as approved by the Court, and an award of costs and expenses
9 shall be up to an additional \$15,000.00.

10 **1.6. Class Counsel**

11 “Class Counsel” shall mean Farrah Mirabel Esq. of Law Offices of Farrah Mirabel P.C., and
12 Amir Seyedfarshi of Employment Rights Law Group APC.

13 **1.7. Class Member**

14 “Class Member” shall mean any person who is a prospective member of the Settlement Class,
15 or, if such person is incompetent or deceased, the person’s legal guardian, executor, heir, or successor-
16 in-interest.

17 There are two groups of Settlement Class employees: Employees who worked as Greenkeepers
18 or any similar position during the class period, and employees who worked as non-Greenkeepers during
19 the class period.

20 **1.8. Class Notice**

21 “Class Notice” shall mean the *Notice of Proposed Class Action Settlement and Hearing Date*
22 *for Court Approval*, as set forth in the form of **Exhibit 1** attached hereto, or as otherwise approved by
23 the Court, which is to be mailed to Class Members along with the Share Form.

24 **1.9. Class Participants**

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

27 **1.10. Class Period**

28 “Class Period” shall mean the period from April 15, 2017, through May 30, 2022.

1 **1.11. Class Representative**

2 “Class Representative” shall mean Plaintiff Gerardo Ayala.

3 **1.12. Class Settlement**

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

6 **1.13. Complaint**

7 “Complaint” shall mean the First Amended Complaint filed in the Action.

8 **1.14. Court**

9 “Court” shall mean the Orange County Superior Court, before whom the Action is currently
10 pending.

11 **1.15. Defendant**

12 “Defendant” shall mean Defendant Steele Canyon Gold Club, Corporation.

13 **1.16. Defense Counsel**

14 “Defense Counsel” shall refer to Megan Winter of Fisher & Phillips, LLP located at 4747
15 Executive Drive, Suite 1000, San Diego, California 92121.

16 **1.17. Effective Date**

17 The Court’s Judgment shall become final on the Effective Date. “Effective Date” shall be the
18 date when all of the following events have occurred: (a) this Settlement Agreement has been executed
19 by all Parties and by Class Counsel and Defense Counsel; (b) the Court has given preliminary approval
20 to the Class Settlement; (c) notice has been given to the Settlement Class providing them with an
21 opportunity to request exclusion from the Class Settlement; (d) the Court has held a Final Approval
22 and Fairness Hearing and entered a final order and judgment certifying the Settlement Class and
23 approving this Settlement Agreement; and (e) the later of the following events: (i) the expiration of the
24 period for filing any appeal, writ, or other appellate proceeding opposing the Class Settlement has
25 elapsed without any appeal, writ, or other appellate proceeding having been filed; (ii) the dismissal of
26 any appeal, writ, or other appellate proceeding opposing the Class Settlement with no right to pursue
27 further remedies or relief; or (iii) any appeal, writ, or the issuance of such other final appellate order
28 upholding the Court’s final order with no right to pursue further remedies or relief. In this regard, it is

1 the intention of the Parties that the Class Settlement shall not become effective until the Court's order
2 approving the Class Settlement is completely final and there is no further recourse by an appellant or
3 objector who seeks to contest the Class Settlement. In the event no objections are filed, the Effective
4 Date shall be after steps (a) through (d) are completed (i.e., the date that the court has entered a final
5 order and judgment certifying the Settlement Class and approving this Settlement Agreement).

6 **1.18. Employee's Taxes and Required Withholding**

7 "Employee's Taxes and Required Withholding" shall mean the employee's share of any and all
8 applicable federal, state, or local payroll taxes, including those collected under authority of the Federal
9 Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), and/or the State
10 Unemployment Tax Act (SUTA) on the portion of any Class Participant's Individual Settlement
11 Amount that constitutes wages. The Employee's Taxes and Required Withholdings will be withheld
12 from and paid out of the Net Settlement Amount.

13 **1.19. Employer's Taxes**

14 "Employer's Taxes" shall mean and refer to Defendant's share of payroll taxes (e.g.,
15 Unemployment Insurance, Employment Training Tax, Social Security, and Medicare taxes) that is
16 owed on the portion of any Class Participant's Individual Settlement Amount that constitutes wages.
17 The Employer's Taxes shall be separately paid by Defendant and shall not be paid from the Gross
18 Settlement Amount or Net Settlement Amount.

19 **1.20. Final Approval and Fairness Hearing**

20 "Final Approval and Fairness Hearing" shall mean the final hearing before the Court to finally
21 approve the Settlement as fair, reasonable, and adequate.

22 **1.21. Gross Settlement Amount**

23 "Gross Settlement Amount" is the agreed upon non-reversionary settlement amount totaling
24 \$361,250.00 to be paid by Defendant in full settlement of the Released Claims asserted in this case,
25 inclusive of the Administrative Expenses, the Employee's Taxes and Required Withholdings, the Class
26 Attorney Fees and Expenses, the Incentive Award, and PAGA Payment and all other amounts other
27 than the Employer's Taxes defined above. This is the maximum possible amount that may be paid by
28 Defendant to resolve the Action, with the exception of the Employer's Taxes defined above. Defendant

1 shall separately pay their share of the Employer's Taxes in addition to the Gross Settlement Amount
2 on the portion of each Individual Settlement Amount allocated as wages.

3 **1.22. Hearing on Preliminary Approval**

4 "Hearing on Preliminary Approval" shall mean the hearing held on the motion for preliminary
5 approval of the Class Settlement.

6 **1.23. Incentive Award**

7 "Incentive Award" shall mean any additional monetary payment provided to the Class
8 Representative for his efforts and risks on behalf of the Settlement Class in this Action.

9 **1.24. Individual Settlement Amount**

10 "Individual Settlement Amount" shall mean a Class Participant's share of the Net Settlement
11 Amount, as further detailed in Paragraphs 7.2 and 7.3 below.

12 **1.25. Net Settlement Amount**

13 "Net Settlement Amount" shall mean the Gross Settlement Amount after all Court-approved
14 deductions for Administrative Expenses; Class Attorney Fees and Expenses; and Plaintiff's Incentive
15 Award and PAGA Payment. The Net Settlement Amount is the maximum amount that will be available
16 for distribution to Class Participants.

17 **1.26. Opt Out**

18 "Opt Out" shall refer to the process of submitting a timely and valid request exclusion from the
19 Class Settlement in accordance with the terms of the Class Notice and no later than the Response
20 Deadline, as described in Paragraph 6.5 below.

21 **1.27. Opt-Outs**

22 "Opt-Outs" shall mean all persons who timely and validly request exclusion from the Class
23 Settlement in accordance with the terms of the Class Notice and no later than the Response Deadline,
24 as described in Paragraph 6.5 below.

25 **1.28. Languages in Class Notice:**

26 The Class notice and shared forms will be disseminated in English and Spanish. English and
27 Spanish are the only languages spoken by Class members.

28

1 **1.29. PAGA Payment**

2 “PAGA Payment” means the penalties pursuant to PAGA that the Parties have agreed is a
3 reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is
4 \$35,000.00. The PAGA Payment is to be deducted from the Gross Settlement Amount. The PAGA
5 Payment is to be approved by the Court pursuant to Labor Code section 2699 and is to be distributed
6 as follows: seventy-five percent (75%) (i.e., \$26,250.00) to the LWDA and twenty-five percent (25%)
7 (i.e., \$8,750.00) to the PAGA Settlement Representative Group. Class Counsel shall give timely notice
8 of this Settlement Agreement to the LWDA pursuant to Labor Code section 2699, subdivision (1)(2).

9 **1.30. PAGA Period**

10 “PAGA Period” shall mean the period from March 25, 2020, through the earlier of: (1) May
11 30, 2022; or (2) the date the court grants an order preliminarily approving the Class Settlement.

12 **1.31. PAGA Settlement Class**

13 “PAGA Settlement Representative Group” shall mean all individuals who worked for
14 Defendant in California as a non-exempt employee during the PAGA Period.

15 **1.32. Parties**

16 “Parties” shall mean Plaintiff and Defendant.

17 **1.33. Plaintiff**

18 “Plaintiff” shall mean Plaintiff Gerardo Ayala.

19 **1.34. Preliminary Approval Date**

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

22 **1.35. Released Claims**

23 “Released Claims” are all claims discussed in Section 10.1 below.

24 **1.36. Released Parties**

25 “Released Parties” shall mean and refer to Defendant and all of its subsidiaries, affiliates,
26 predecessors, successors, and related entities, and their respective officers, directors, employees,
27 fiduciaries, trustees, agents, and benefit plans.
28

1 **1.37. Releasing Parties**

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

7 **1.38. Response Deadline**

8 “Response Deadline” shall mean the date sixty (60) calendar days following the date on which
9 the Settlement Administrator first mails Class Notice to the Class Members and the last day on which
10 Class Members may submit a request for exclusion and/or objection to Class Settlement.

11 **1.39. Settlement Administrator**

12 “Settlement Administrator” shall mean CPT Group, Inc. (or other administrator agreed on by
13 the parties) which the Parties have agreed will be responsible for administration of the Class Settlement
14 and related matters.

15 **1.40. Settlement Class**

16 “Settlement Class” shall mean all individuals who worked for Defendant in California as non-
17 exempt employees during the Class Period. Defendant represents there were approximately 1150
18 Settlement Class Members who worked a total of approximately 81,089 workweeks during the Class
19 Period. If the Court does not grant either the preliminary or final approval of settlement, or if the
20 settlement is revoked, the Parties stipulate that the conditional class certification is revoked without
21 prejudice. In the event that the class size increases by 10% or more workweeks above 81,089
22 workweeks (i.e., 89,198 or more total workweeks), then the GSA shall be increased by the same number
23 of percentage points by which the number of workweeks exceeding 81,089 workweeks worked by the
24 class members.

25 **1.41. Share Form**

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

1 **2. FACTUAL AND PROCEDURAL BACKGROUND**

2 **2.1. Plaintiff's Claims**

3 On June 14, 2021, Plaintiff, individually and in his representative capacity on behalf of the
4 Settlement Class, and as a private attorney general on behalf of the State of California, has filed his first
5 amended complaint alleging the following violations on a class and representative basis: (1) failure to
6 provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section
7 226.7 and the Applicable Wage Orders; (2) failure to provide compliant meal periods and pay missed
8 meal period premiums in violation of Labor Code sections 226.7 and 512, and the Applicable Wage
9 Orders; (3) failure to pay all wages due and owing at separation in violation of Labor Code sections
10 201, 202, and 203; (4) failure to provide timely wages in violation of Labor Code 204; (5) failure to
11 pay overtime in violation of Labor Code 510; (6) failure to pay for sick days and failure to pay for rest
12 days; (7) denial of equal pay in violation of Labor Code 1197.5 and 119.5; (8) failure to provide
13 complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; and
14 (9) penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6).

15 **2.2. Discovery, Investigation, Research, and Mediation**

16 The Parties have conducted a detailed and comprehensive investigation of the claims asserted
17 against Defendant and of the applicable law. This discovery, investigation, and prosecution has
18 included, among other things, (a) over a dozen telephonic conferences with Plaintiff; (b) inspection and
19 analysis of numerous pages of documents and other information produced by Plaintiff and Defendant;
20 (c) an analysis of the legal positions taken by Defendant; (d) investigation into the viability of class
21 treatment of the claims asserted in the Action; (e) analysis of potential class-wide damages, including
22 information sufficient to understand Defendant's potential defenses to Plaintiff's claims; (f) research
23 of the applicable law with respect to the claims asserted in the Complaint and the potential defenses
24 thereto; (g) assembling and analyzing of data for calculating damages; and (i) consideration of
25 information disclosed at and in connection with mediation.

26 Class Counsel and the Class Representative have vigorously prosecuted this case, and
27 Defendant has vigorously contested it. The Parties have engaged in sufficient investigation and
28

1 discovery to assess the relative merits of the claims of the Class Representative and of the defenses to
2 them.

3 After such discovery, investigation, and prosecution, the Parties attended a full-day mediation
4 with an experienced employment law mediator, Mike D. Young, which culminated in a settlement in
5 principal, the terms of which are elaborated in this Settlement Agreement.

6 **2.3. Allegations of the Class Representative and Benefits of Class Settlement**

7 The document and data exchange in this matter, as well as discussions between counsel, have
8 been adequate to give the Class Representative and Class Counsel a sound understanding of the merits
9 of their positions and to evaluate the value of the claims of the Settlement Class. The informal discovery
10 conducted in this Action and the information exchanged by the Parties through pre-mediation
11 discussions are sufficient to reliably assess the merits of the Parties' respective positions and to
12 compromise the issues on a fair and equitable basis.

13 The Class Representative and Class Counsel believe that the claims, causes of action,
14 allegations, and contentions asserted in the Action have merit. However, the Class Representative and
15 Class Counsel recognize and acknowledge that Defendant denies that the claims, causes of action,
16 allegations and contentions have merit, and the expense and delay of continued lengthy proceedings
17 necessary to prosecute the Action against Defendant through trial and through appeals. Class Counsel
18 has taken into account the uncertain outcome of the litigation, the risk of continued litigation in complex
19 actions such as this, as well as the difficulties and delays inherent in such litigation, and the potential
20 difficulty of obtaining certification of the Settlement Class as well as trying the claims of the class.
21 Class Counsel is mindful of the potential problems of proof under, and possible defenses to, the claims
22 alleged in the Action.

23 The Class Representative and Class Counsel believe that the settlement set forth in this
24 Settlement Agreement confers substantial benefits upon Plaintiff and the Settlement Class and that an
25 independent review of this Settlement Agreement by the Court in the approval process will confirm
26 this conclusion. Based on their own independent investigation and evaluation, Class Counsel has
27 determined that the settlement set forth in this Settlement Agreement is in the best interests of Plaintiff
28 and the Class Members.

1 **2.4. Defendant’s Denials of Wrongdoing and Liability**

2 Defendant has denied and continues to deny all allegations, claims, and contentions alleged by
3 Plaintiff in the Action. Defendant has expressly denied and continues to deny all charges of wrongdoing
4 or liability against it arising out of any of the conduct, statements, acts, or omissions alleged in the
5 Action, and has expressly denied and continues to deny any wrongdoing whatsoever. Defendant
6 contends that it complied with California and federal wage and hour laws and has dealt legally and
7 fairly with Plaintiff and the Class Members.

8 Defendant further denies that, for any purpose other than settling this Action, these claims are
9 appropriate for class or representative treatment. Nonetheless, Defendant has concluded that further
10 proceedings in the Action would be protracted and expensive and that it is desirable that the Action be
11 fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement
12 Agreement to dispose of burdensome and protracted litigation, to permit the operation of Defendant’s
13 respective businesses without further expensive litigation and the distraction and diversion of their
14 personnel with respect to matters at issue in the Action. Defendant has also taken into account the
15 uncertainty and risks inherent in any litigation, especially in complex cases such as the Action.
16 Defendant has, therefore, determined that it is desirable and beneficial to it that the Action be settled
17 in the manner and upon the terms and conditions set forth in this Settlement Agreement.

18 **2.5. Intent of the Class Settlement**

19 The Class Settlement set forth herein intends to achieve the following: (1) entry of an order
20 approving the Class Settlement; (2) entry of judgment of the Action; (3) discharge of the Released
21 Parties from liability for any and all of the Released Claims; and (4) discharge of Defendant from
22 liability for any and all claims arising out of the Action.

23 **3. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

24 For the purposes of this Settlement Agreement and the Class Settlement of this Action only, the
25 Parties agree to conditional class certification of the Settlement Class. The certification of the
26 Settlement Class shall not constitute, in this or any other proceeding, an admission of any kind by
27 Defendant, including without limitation, that certification of a class is or would be warranted,
28 appropriate or proper; or that Plaintiff could establish any of the requisite elements for class treatment

1 of any of the claims in the Action. In the event that the Settlement Agreement is not finally approved
2 by the Court, a Final Effective Date is not achieved, or the Class Settlement is rejected, terminated, or
3 otherwise rendered null and void as set forth herein, then certification of the Settlement Class shall be
4 automatically vacated, shall be void *ab initio*, of no force or effect, and shall not constitute evidence or
5 a binding determination that the requirements for certification of a class for trial purposes in this Action
6 or in any other action which have been, are or can be, satisfied. Further, if the Agreement does not
7 reach a Final Effective Date, Plaintiff agrees that Plaintiff will not argue, claim, reference, or otherwise
8 raise any preliminary approval of the Settlement Class in connection with any later proceeding before
9 the Court.

10 **4. APPOINTMENT OF CLASS COUNSEL**

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

14 **5. CONSIDERATION**

15 **5.1. Settlement Amount**

16 The Parties agree to settle this Action for the Gross Settlement Amount of \$361,250.00. There
17 shall be no reversion to Defendant. Defendant shall pay the Gross Settlement Amount in full. The Gross
18 Settlement Amount and other actions and forbearances taken by Defendant shall constitute adequate
19 consideration for the Class Settlement and will be made in full and final settlement of: the Released
20 Claims, the Class Attorney Fees and Expenses, Administrative Expenses, the Incentive Award, the
21 PAGA Payment (and any payments to individual PAGA Class Members resulting from the PAGA
22 Payment), and any other obligation of Defendant under this Settlement Agreement (other than the
23 Employer's Taxes on the portion of the Net Settlement Amount allocated to the payment of wages).
24 Under no circumstances will Defendant be obligated to pay more than the Gross Settlement Amount
25 and its share of the employer's payroll taxes, which shall be funded in addition to the Gross Settlement
26 Amount as a result of this Settlement, unless otherwise provided for in this Settlement.

1 **5.2. Incentive Award for Plaintiff**

2 Plaintiff may petition the Court to approve an Incentive Award in an amount up to \$10,000.00
3 for Gerardo Ayala to acknowledge his efforts on behalf of the Settlement Class in this Action, including
4 assisting in the investigation and consulting with Class Counsel and providing crucial documents to
5 Class Counsel. Defendant shall not oppose any request by Plaintiff for an Incentive Award in such an
6 amount. Any Incentive Award approved by the Court shall be paid to Plaintiff from the Gross
7 Settlement Amount and shall be in addition to any distribution to which he may otherwise be entitled
8 as a Class Participant. Any Incentive Award approved by the Court shall not be considered wages, and
9 the Settlement Administrator shall issue to Plaintiff an IRS Form 1099 reflecting such payment.
10 Plaintiff shall be responsible for the payment of all taxes with respect to any Incentive Award approved
11 by the Court and shall hold Defendant harmless from all liability with regard thereto. In the event the
12 Court reduces Class Representative's Incentive Award, the reduced amount shall be added to the Net
13 Settlement Amount to be distributed to Class Participants.

14 **5.3. Payment to Class Participants**

15 Each Class Participant shall be eligible to receive payment of the Individual Settlement
16 Amount, which is a share of the Net Settlement Amount based on the pro rata number of points allotted
17 as specified below to the Class Members during the Class Period as a proportion of all points allotted
18 to all Class Members. The settlement amount will be divided into two categories: 1) for the
19 greenskeepers and 2) the rest of the employees. The greenskeepers will receive three points per each
20 workweek; The rest of the employees will receive one point per workweek.

21 Some of the claims alleged in the Complaint only apply to Greenskeepers; for example, they
22 were the only group of employees whose time records were rounded by the payroll system, and they
23 had different meal and rest period procedures, which Plaintiff alleges were unlawful. Therefore,
24 Greenskeepers receive a settlement share that is three times more than a non-Greenskeeper for every
25 workweek worked during the class period.

26 For purposes of this calculation, a workweek means a week where a Class Member was
27 employed in California in a non-exempt job position. Each Class Participant, including Plaintiff, shall
28 be responsible for the payment of the Employee's Taxes and Required Withholding with respect to his

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

3 **5.4. Payment to PAGA Settlement Class**

4 Each member of the PAGA Settlement Class shall be entitled to receive a portion of the PAGA
5 Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have
6 agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which
7 is \$35,000.00. The PAGA Payment must be approved by the Court pursuant to Labor Code section
8 2699 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$ 26,250.00) to the LWDA
9 and twenty-five percent (25%) (i.e., \$ 8,750.00) to the PAGA Settlement Class. The portion of the
10 PAGA Payment allocated to the PAGA Settlement Class shall be distributed to the PAGA Settlement
11 Class based on the pro rata number of pay periods worked by each particular PAGA Settlement Class
12 member during the PAGA Period as a proportion of all pay periods worked by all members of the
13 PAGA Settlement Class.

14 There will be no distinction for the PAGA payments among Greenskeepers and non-
15 Greenkeepers. All employees, regardless of being Greenskeepers or non-Greenskeepers, are treated
16 equally for the PAGA payment. The practices that applied only to the Greenskeepers that Plaintiff
17 alleges were unlawful were changed prior to the Plaintiff's LWDA letter.

18 **5.5. Tax Treatment and Payment**

19 The Settlement Administrator shall be responsible for paying the employees' share of federal,
20 state, and local payroll and income taxes. For the purpose of calculating Employee's Taxes and
21 Required Withholding for the Individual Settlement Amounts for Class Participants (including any
22 payments to the Class Representative but exclusive of his Incentive Award), the Parties agree that 15%
23 of each Individual Settlement Amount shall constitute payment in the form of wages (and each Class
24 Participant will be issued an IRS Form W-2 for such payment to him or her), and 85% of each
25 Individual Settlement Amount shall constitute penalties and interest (and each Class Participant will
26 be issued an IRS Form 1099 for such payment to him or her).

27 Prior to final distribution, the Settlement Administrator shall calculate the total Employee's
28 Taxes and Required Withholding due as a result of the wage portion of Class Participants' anticipated

1 Individual Settlement Amounts and such actual amount will be deducted from the Net Settlement
2 Amount. Additionally, prior to the funding of the Gross Settlement Amount and final distribution, the
3 Settlement Administrator shall calculate the total Employer's Taxes due on the wage portion of the
4 Class Participants' Individual Settlement Amounts and issue instructions to Defendant to separately
5 fund these tax obligations/withholdings. The Parties understand that Plaintiff and the Class Participants
6 who receive any payment pursuant to this Settlement Agreement shall be solely responsible for all
7 other individual tax obligations.

8 With respect to the PAGA Payment and any payments made to individual members of the
9 PAGA Settlement Class, all such payments shall be treated as payments owing for penalties and interest
10 thereon and shall not be considered wages. The Settlement Administrator shall issue to members of the
11 PAGA Settlement Class an IRS Form 1099 reflecting such payment. Members of the PAGA Settlement
12 Class shall be solely responsible for the payment of all taxes with respect to any PAGA payments made
13 to them.

14 The Settlement Administrator shall issue an IRS Form W-2 to each Class Participant for the
15 portion of the Individual Settlement Amount that is designated as wages. The Settlement Administrator
16 shall issue an IRS Form 1099 to each Class Participant for the portion of the Individual Settlement
17 Awards that is not designated as wages. The Settlement Administrator shall issue an IRS Form 1099
18 to the Class Representative for any enhancement award paid in connection with his roles as the Class
19 Representative.

20 The Settlement Administrator shall file, with the California Employment Development
21 Department ("EDD"), the required reports of Personal Income Tax ("PIT") wages withheld from the
22 Individual Settlement Amounts, as well as the amounts to be paid as Unemployment Insurance ("UI"),
23 Employment Training Tax ("ETT"), and State Disability Insurance ("SDI"). For purposes of this
24 reporting, prior to disbursement of the Individual Settlement Amounts, the Settlement Administrator
25 shall provide Defendant with a list of all Class Participants, and Defendant shall provide to the
26 Settlement Administrator the following information: (1) its Form DE 2088, Notice of Contribution
27 Rates and Statement of UI Account, for the current calendar year (if unavailable, Defendant may
28 provide instead their California State Employer's Identification Number and its applicable UI and ETT

1 Rates); and (2) the year-to-date earnings of each Class Participant who received any wages from
2 Defendant during the current calendar year.

3 All Class Participants and Plaintiff will be responsible for correctly characterizing the
4 compensation they receive for tax purposes and for paying any taxes on the amounts received, except
5 for the employer contributions which will be handled as provided by this Stipulation. The liability of
6 each Class Participant and Plaintiff is limited to the liability caused by that individual's own failure.

7 **5.6. No Effect on Employee Benefit Plans**

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

23 **5.7. 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 1/3 of the Gross
26 Settlement Amount (i.e., \$ 120,416.66) and the award of costs and expenses up to an additional
27 \$15,000.00. The Class Attorney Fees and Expenses shall be paid from the Gross Settlement Amount.
28

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 shall
3 be paid from the Gross Settlement Amount prior to arriving at the Net Settlement Amount and shall
4 not constitute payment to any Class Members. If Class Counsel voluntarily reduces the request for
5 Class Attorney Fees and Expenses or the Court's award of Class Attorney Fees and Expenses is less
6 than set forth above, the Net Settlement Amount shall be recalculated to reflect the actual Class
7 Attorney Fees and Expenses awarded. In the event the Court reduces the Class Attorney Fees and
8 Expenses, the reduced amount shall be added to the Net Settlement Amount to be distributed to Class
9 Participants.

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

17 **6. SETTLEMENT ADMINISTRATION**

18 **6.1. Costs and Expenses**

19 All costs and expenses due to the Settlement Administrator in connection with its administration
20 of the Class Settlement, including, but not limited to, providing the Class Notice, locating Class
21 Members, processing Opt Out requests and objections, distributing the portion of the PAGA Payment
22 payable to the LWDA, distributing the portion of the PAGA Payment payable to the members of the
23 PAGA Settlement Class, and calculating, administering and distributing Individual Settlement
24 Amounts to the Class Participants and related tax forms, shall be paid from the Gross Settlement
25 Amount, and is not expected to exceed \$15,500.00. To the extent actual costs for claims administration
26 are less than \$15,500, those amounts will be added to the Net Settlement Amount to be distributed to
27 Class Participants. Defendant agrees not to oppose any such applications which are consistent with this
28 paragraph.

1 **6.2. Payment by Defendant**

2 Defendant shall deposit the Gross Settlement Amount in a lump sum payment plus the
3 employer-side payroll taxes to the Settlement Administrator within 30 days after entry of an order
4 granting final approval by the Court by wiring that amount to the Settlement Administrator. In no event
5 shall Defendant be obligated to pay or deposit with the Settlement Administrator more than
6 \$361,250.00 plus the Employer's Taxes, except where the Escalator Provision is triggered.

7 **6.3. The Settlement Administrator**

8 The Settlement Administrator will be responsible for: (a) preparing, translating into Spanish,
9 printing, and mailing the Class Notice and Share Form (**Exhibit 1** and **Exhibit 2**, respectively) to Class
10 Members as well as following up with reasonable skip tracing; (b) posting notice of entry of final order
11 and judgment certifying the Class Settlement and approving this Settlement Agreement; (c) handling
12 inquiries from Class Members concerning the Class Notice; (d) determining Individual Settlement
13 Amounts; (e) determining individual payments to members of the PAGA Settlement Class; (f)
14 maintaining the settlement funds in an appropriate interest-bearing account; (g) preparing,
15 administrating, and distributing Individual Settlement Amounts to Class Participants; (h) preparing,
16 administrating, and distributing individual payments to members of the PAGA Settlement Class;
17 distributing the portion of the PAGA Payment payable to the LWDA; (i) issuing a final report; (j)
18 notifying the Parties of the identity of Class Members who submit timely Requests for Exclusion; (k)
19 calculating and paying the employer's share of the applicable federal and state withholding taxes; (l)
20 filing any required federal and state tax forms and related agency reporting; (m) filing any required
21 reports with the Court; and (n) performing such other duties as the Parties may direct. Additionally, the
22 Settlement Administrator will handle all tax document preparation and reporting, including state and
23 federal tax forms, if any.

24 On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and
25 Defense Counsel with summary information updating them as to the number of validated and timely
26 objections and Opt Out requests. The Settlement Administrator will serve on Class Counsel and
27 Defense Counsel via e-mail date-stamped copies of the original Opt Out requests and objections no
28 later than seven (7) days after their receipt. The Settlement Administrator will provide Class Counsel

1 with proof of mailing of the Class Notice, without listing individual Class Member names which the
2 Settlement Administrator will file with the Court at the time Class Counsel files its motion in support
3 of the Court's Final Approval and Fairness Hearing.

4 No later than seven (7) days prior to the Final Approval and Fairness Hearing, the Settlement
5 Administrator will compile and deliver to Class Counsel and Defense Counsel a report with summary
6 information regarding: (a) the total amount of final Individual Settlement Amounts of each Class
7 Participant, without any identifying personal information; (b) the number of Class Participants to
8 receive such payments, and (c) the final number of Opt-Outs and objections.

9 **6.4. Notice to Class Members**

10 Notice shall be provided to Class Members in the following manner: Within fourteen (14) days
11 after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with data
12 that is within Defendant's possession containing, for each Class Member: (a) The Class Member's
13 name; (b) the Class Member's last known address; (c) the Class Member's social security number; (d)
14 the Class Member's first date of employment in California in a non-exempt job position; and (e) the
15 Class Member's last date of employment (if any) in California in a non-exempt job position. This Class
16 information is confidential and not to be disclosed to anyone other than the Settlement Administrator.
17 This information shall be based on Defendant's payroll and other business records, and shall be in a
18 format readily accessible to Defendant.

19 Within twenty-eight (28) days following the Preliminary Approval Date, the Settlement
20 Administrator shall determine the number of workweeks worked by each Class Member; populate the
21 data for each Class Member accordingly; conduct a National Change of Address search to update any
22 addresses provided; and thereafter mail a copy of the Notice to all Class Members by first class regular
23 U.S. Mail, using the most current mailing address information provided by Defendant and/or obtained
24 by the Settlement Administrator. The Class Notice shall also contain an easily-understood statement
25 alerting the Class Members that, unless they elect to Opt Out of the Class Settlement, the Class Member
26 is releasing and waiving all Released Claims against the Released Parties.

27 The Class Notice will inform Class Members of their estimated share of the settlement and the
28 number of workweeks they worked during the Class Period. Class Members may dispute their

1 workweeks if they believe they worked more weeks in the Class Period than Defendant's records show
2 by submitting information to the Settlement Administrator no later than sixty (60) days after being
3 mailed the Class Notice and Share Form by the Settlement Administrator, which is the defined
4 Response Deadline. The Settlement Administrator will jointly work with Plaintiff and Defendant to
5 resolve the dispute in good faith. If Plaintiff and Defendant cannot agree over the workweeks to be
6 credited, the Settlement Administrator shall make the final decision based on the information presented
7 by the Class Member and Defendant.

8 The Settlement Administrator will engage in address searches consistent with its normal
9 practices in administering settlements of wage claims, including skip tracing. Such search efforts shall
10 include, where necessary, using social security numbers to obtain better address information and
11 attempting to call such Class Members.

12 **6.5. Opt-Out Procedure**

13 Class Members who do not timely Opt Out of the Class Settlement will be deemed to participate
14 in the Class Settlement and shall become Class Participants without having to submit a claim form or
15 take any other action. To Opt Out of the Class Settlement, the Class Member must submit the Opt-Out
16 Request Form or letter or postcard that meets the below requirements to the Settlement Administrator
17 by the Response Deadline. The Opt Out request must state the Class Member's name, address,
18 telephone number, and signature. The Opt Out request should state something to the effect of:

19 "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE
20 GERARDO AYALAV. STEELE CANYON GOLF CLUB LAWSUIT. I
21 UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT
22 CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT
23 OF THIS LAWSUIT AND WILL NOT BE RELEASING ANY CLAIMS I MIGHT
24 HAVE."

25 Any Opt Out request that is not postmarked by the Response Deadline will be invalid.

26 Any returned envelopes from this mailing with forwarding addresses will be utilized by the
27 Settlement Administrator to forward the Notices to the Class Members. Notices returned to the
28

1 Settlement Administrator as non-delivered shall be re-sent to the forwarding address, if any, on the
2 returned envelope. Upon completion of these steps by the Settlement Administrator, the Parties shall
3 be deemed to have satisfied their obligation to provide the Notice to the affected Class Member. The
4 affected Class Member shall remain a Class Participant and shall be bound by all the terms of this
5 Stipulation and the Court's Final Order and Judgment. Any Re-Mailing of the Notice shall extend the
6 receipt deadline by a period of fifteen (15) calendar days.

7 It will be presumed that, if an envelope containing the Class Notice has not been returned within
8 twenty-eight (28) days of the mailing, the Class Member received the Class Notice. At least thirty (30)
9 days prior to the Final Approval and Fairness Hearing, the Settlement Administrator shall provide Class
10 Counsel and Defense Counsel with a Declaration of Due Diligence and Proof of Mailing with regard
11 to the mailing of the Class Notice and its attempts to locate Class Members. The declaration shall
12 specify the number of Class Members to whom the Class Notice was sent and the number of Class
13 Members to whom the Class Notice was not delivered, as well as information relating to the number
14 of Opt-Outs and objectors. Class Counsel shall file this declaration with the Court.

15 If the Settlement Administrator determines that an Opt Out request returned by a Class Member
16 before the Response Deadline is deficient, then the Settlement Administrator shall mail a deficiency
17 letter to that Class Member identifying the problem. If a Class Member submits both a dispute and an
18 Opt Out request, the Settlement Administrator shall make reasonable attempts to clarify if the Opt Out
19 request were deficient. If the Class Member fails to cure the deficiency, the Opt Out request shall be
20 disregarded and the class member will be paid, and the Class Member will become bound by the
21 judgment.

22 A request to Opt Out of the Class Settlement shall not serve to exclude the Class Member from
23 participation in the PAGA Settlement Class. Members of the PAGA Settlement Class shall have no
24 right or ability to opt out of the portion of this Settlement Agreement releasing PAGA claims.

25 Class Participants will be bound by the Release of Released Claims set forth in the definition
26 of "Released Claims" provided in this Settlement Agreement.

1 **6.6. Objection Procedure**

2 The Class Notice shall inform the Class Members of their right to object to the Class Settlement.
3 Any Class Member who wishes to object to the Class Settlement must submit a written objection to the
4 Settlement Administrator no later than the Response Deadline. Only Class Participants may object to
5 the Settlement. The objection must include the case name and number and only needs to provide a
6 concise statement explaining why he or she objects. If an objector also wishes to appear at the Final
7 Approval and Fairness Hearing, in person or through an attorney, they need not file a notice of intention
8 to appear at the same time as the objection is filed. The Court will consider any objections at final
9 approval. Any Re-Mailing of the Notice shall extend the receipt deadline by a period of fifteen (15)
10 calendar days.

11 The Settlement Administrator will promptly serve copies of any objection or notice of intention
12 to appear on Class Counsel and Defense Counsel. Class Counsel shall lodge a copy of the objection
13 with the Court. Class Members may appear at the Final Approval Hearing, either in person or through
14 a lawyer retained at their own expense whether or not they have submitted a timely written objection
15 and notice of intention to appear pursuant to this subsection.

16 In the event that the Court approves this Settlement notwithstanding the objections of any Class
17 Members, Class Members who object to the Settlement will nonetheless be bound by the Settlement.
18 Class Members who have opted out of the Settlement do not have standing to object to the Settlement
19 or to file an appeal.

20 **6.7. Notice of Final Judgment**

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

1 **7. CLASS SETTLEMENT FUNDING AND DISTRIBUTION**

2 **7.1. Allocation of the Gross Settlement Amount**

3 The claims of all Class Members are settled for the Gross Settlement Amount of \$361,250.000,
4 which will be allocated as follows:

- 5 1. The Administrative Expenses, not to exceed \$15,500.00;
- 6 2. Class Counsel’s attorney fees not to exceed \$120,416.66;
- 7 3. Class Counsel’s litigation costs and expenses not to exceed \$15,000.00;
- 8 4. The Incentive Award, not to exceed \$10,000.00; and
- 9 5. PAGA Payment to LWDA of \$26,250.00.

10 For purposes of calculating the estimated Individual Settlement Amounts, the Settlement
11 Administrator shall calculate the estimated Net Settlement Amount based on the estimated values
12 provided above prior to sending Notice to the Class Members. Prior to final distribution, the Settlement
13 Administrator shall recalculate the final Net Settlement Amount based on the actual values of the
14 amounts in each category.

15 **7.2. Calculation of the Individual Settlement Amounts for Class Participants**

16 Individual Settlement Amounts to be paid to Class Participants shall be paid from the Net
17 Settlement Amount. The portion of the Net Settlement Amount shall be distributed pro rata on a
18 “checks cashed” basis based on the proportional number of weeks worked by each Class Member
19 during the Class Period.

20 The Settlement Administrator shall be solely and exclusively responsible for calculating the
21 Individual Settlement Amounts for Class Participants. Defendant shall have no responsibility for
22 deciding the validity of the Individual Settlement Amounts or any other payments made pursuant to
23 this Settlement Agreement, shall have no involvement in or responsibility for the determination or
24 payment of Employee’s Taxes and Required Withholding, and shall have no liability for any errors
25 made with respect to such Employee’s Taxes and Required Withholding. Although the Settlement
26 Administrator will calculate and pay the standard Employee’s Taxes and Required Withholding on the
27 portion of the Individual Settlement Amounts constituting wages on their behalf, Plaintiff and Class
28

1 Participants represent and understand that they shall be solely responsible for any and all tax obligation
2 associated with their respective Individual Settlement Amounts and Incentive Awards.

3 **7.3. Calculation of the Payments for Individual Members of the PAGA Settlement**
4 **Class**

5 Each member of the PAGA Settlement Class shall be entitled to receive a portion of the PAGA
6 Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have
7 agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which
8 is \$35,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section
9 2699 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$26,250.00) to the LWDA
10 and twenty-five percent (25%) (i.e., \$8,750.00) to the PAGA Settlement Class.

11 The Settlement Administrator shall be responsible for calculating the Individual PAGA
12 Payments for the PAGA Settlement Class. The portion of the PAGA Payment allocated to the PAGA
13 Settlement Class shall be distributed to the PAGA Settlement Class based on the pro rata number of
14 pay periods worked by each particular PAGA Settlement Class member during the PAGA Period as a
15 proportion of all pay periods worked by all PAGA Settlement Class members during the PAGA Period.
16 Each member of the PAGA Settlement Class, including Plaintiff, shall be responsible for the payment
17 of the Employee's Taxes and Required Withholding with respect to their share of the PAGA Payment
18 and shall hold Defendant harmless from any and all liability with regard thereto.

19 Defendant shall have no responsibility for deciding the validity of the individual payment
20 amounts allocated to each member of the PAGA Settlement Class or any other payments made pursuant
21 to this Settlement Agreement, shall have no involvement in or responsibility for the determination or
22 payment of Employee's Taxes and Required Withholding, and shall have no liability for any errors
23 made with respect to such Employee's Taxes and Required Withholding.

24 The members of the PAGA Settlement Class shall be solely responsible for any and all tax
25 obligation associated with their respective shares of the PAGA Payment.

26 **7.4. Time for Payment of Attorney Fees and Expenses**

27 The Settlement Administrator shall distribute to Class Counsel any attorney fees and expenses
28 approved by the Court to Class Counsel no later than twenty (20) days after the Effective Date.

1 **7.5. Time for Payment of Incentive Award**

2 The Settlement Administrator shall distribute to Plaintiff the Incentive Award approved by the
3 Court no later than twenty (20) days after the Effective Date.

4 **7.6. Time for Payment of PAGA Payment to the LWDA**

5 The Settlement Administrator shall distribute to the LWDA the portion of the PAGA Payment
6 due to it and approved by the Court no later than twenty (20) days after the Effective Date.

7 **7.7. Time for Payment of Taxes and Required Withholding and Individual Settlement**
8 **Amounts**

9 The Settlement Administrator shall make every effort to pay the Employee's Taxes and
10 Required Withholding associated with each Class Participant's Individual Settlement Amount and mail
11 the Individual Settlement Amount to each Class Participant, by first-class United States mail, to the
12 last-known address no later than twenty (20) days after the Effective Date. If the Settlement
13 Administrator is not able to do so within the time period set forth above, it shall so inform Class Counsel
14 and Defense Counsel and provide an approximate date by which the Employee's Taxes and Required
15 Withholding shall be paid and the Individual Settlement Amounts will be mailed. Under no
16 circumstances shall the Settlement Administrator distribute checks to Class Participants until all
17 Individual Settlement Amounts have been considered, calculated, and accounted for, and all of the
18 remaining monetary obligations have been calculated and accounted for.

19 Within one hundred twenty (120) days of mailing the Individual Settlement Amounts to Class
20 Participants or as Ordered by the Court, the Settlement Administrator shall file with the Court and
21 provide to Class Counsel a declaration of payment. In the event that any Class Participant is deceased,
22 payment shall be made payable to the estate of that Class Member and delivered to the executor or
23 administrator of that estate, unless the Settlement Administrator has received an affidavit or declaration
24 pursuant to California Probate Code section 13101, in which case payment shall be made to the
25 affiant(s) or declarant(s).

26 **7.8. Non-Cashed Settlement Checks**

27 Any funds associated with checks that have not been cashed within one hundred eighty (180)
28 days, will become void and the Individual Settlement Amount associated with the uncashed check will

1 be distributed pursuant to Code of Civil Procedure section 384 to the Public Law Center in Santa Ana,
2 California. For the purposes of determining whether Defendant has met its financial obligation to pay
3 the Individual Settlement Payment, Defendant will be deemed to have fulfilled its obligation upon the
4 mailing of the check to the Class Member, regardless of whether such Class Member subsequently
5 negotiates the check.

6 **7.9. Disputes Regarding Class Member Workweeks Data or Payment of Individual**
7 **Settlement Shares**

8 Each Class Member may dispute the number of Workweeks or their estimated Individual
9 Settlement Amount contained on their Class Notice (“Workweeks Dispute”). Class Member
10 Workweeks and the corresponding Individual Settlement Amount shall be calculated using the
11 employment and payroll records of Defendant.

12 Any Workweeks Dispute must be mailed or faxed to the Settlement Administrator by the Class
13 Member, postmarked or fax-stamped on or before the Response Deadline. Any Re-Mailing of the
14 Notice shall extend the receipt deadline by a period of fifteen (15) calendar days. The Settlement
15 Administrator shall immediately provide copies of all disputes to counsel for Defendant, shall inform
16 Class Counsel of the dispute without disclosing the identity of the Class Member making the dispute,
17 and shall immediately attempt to resolve all such disputes directly with relevant Class Members with
18 the assistance of Defendant, Defense Counsel, and Class Counsel. If the dispute cannot be resolved, it
19 shall be submitted to the Settlement Administrator for its decision. The Settlement Administrator shall
20 use its best efforts to resolve all such disputes prior to the Effective Date. If, however, a dispute arises
21 or is not resolved until after the Settlement Amount has been distributed, the initial calculation shall
22 stand (as Defendant shall be under no obligation to pay any amounts in excess of the Gross Settlement
23 Amount under this Settlement Agreement). Plaintiff will file with the Court all disputes submitted by
24 Class Members, the evidence submitted, and the resolution of those disputes. The Court shall have the
25 right to review any decision made by the Settlement Administrator regarding a claim dispute.

1 **8. NULLIFICATION OF THIS SETTLEMENT AGREEMENT**

2 **8.1. Non-Approval of this Settlement Agreement**

3 This Stipulation shall be considered null and void, all Parties to the Class Settlement shall stand
4 in the same position, without prejudice, as if the Class Settlement had been neither entered into nor
5 filed with the Court, and any order of judgment entered by the Court in furtherance of the settlement
6 shall be vitiated *nunc pro tunc*, if any of the following occurs: (a) the Court should for any reason fail
7 to approve this Settlement Agreement in the form agreed to by the Parties; (b) the Court does not enter
8 the Final Settlement Approval Order and Judgment as provided for herein or contemplated by this
9 Stipulation; (c) the Court does not enter a Final Settlement Approval Order and Judgment as provided
10 for herein that becomes final as a result of the occurrence of the Effective Date; or (d) the Settlement
11 does not become final for any other reason. Notwithstanding the foregoing, the Parties may attempt in
12 good faith to cure any perceived defects in this Settlement Agreement to facilitate approval.

13 **8.2 Parties' Rights to Void Class Settlement**

14 If five percent (5%) or more members of the Settlement Class timely submit Opt Out requests,
15 Defendant shall have the right (but not the obligation) to void this Settlement Agreement, in which case
16 this Stipulation will not have any force and/or effect. Class Counsel and Plaintiff agree not to oppose
17 any application by Defendant and/or its Counsel that is consistent with this paragraph. The Parties and
18 their counsel agree not to take any action to encourage any Class Members to opt out of and/or object
19 to the Settlement Agreement.

20 If the Settlement is voided, no payment will be made by Defendant to Plaintiff, any Class
21 Member, or Class Counsel; and all Parties and third parties referenced in this Stipulation will bear their
22 own costs, fees, and expenses associated with the Litigation.

23 **8.3 Stay on Appeal**

24 If an appeal is filed from the Court's Final Settlement Approval Order and Judgment prior to
25 the Effective Date, administration of the Settlement shall be immediately stayed pending final
26 resolution of the appeal process.

1 In the event of a timely appeal from the approval of the Class Settlement and judgment prior to
2 the Effective Date, the judgment and administration of the Settlement shall be immediately stayed
3 pending final resolution of the appeal process.

4 **9. MOTIONS FOR COURT APPROVAL**

5 **9.1. Preliminary Approval**

6 As soon as practicable after execution of this Settlement Agreement, Class Counsel will submit
7 this Settlement Agreement to the Court along with a Motion for Preliminary Approval of the Class
8 Settlement, and shall apply to the Court for the entry of an order substantially in the following form:

9 a) Scheduling a fairness hearing on the question of whether the proposed Settlement –
10 including payment of attorneys’ fees, attorneys’ costs, appointment of the Class Representative and the
11 amount of his enhancement award, and the method of determining Individual Settlement Amounts to
12 be paid to Class Participants, should be finally approved as fair, reasonable, and adequate as to the
13 Class;

14 b) Approving as to form and content the proposed Class Notice and Share Form (attached
15 as Exhibit 1 and Exhibit 2, respectively);

16 c) Directing the mailing to Class Members of the Notice, by first class U.S. Mail, pursuant
17 to the terms specified herein;

18 d) Preliminarily approving the Settlement, subject only to the objections of Class Members
19 and final review by the Court; and

20 e) Enjoining the Class Representative and all Class Members from filing or prosecuting
21 any claims, suits, or administrative proceedings (including filing claims with the California Division
22 of Labor Standards Enforcement) regarding claims released by the Settlement unless such individuals
23 have submitted valid Requests for Exclusion to the Administrator.

24 Each party shall cooperate to present the Class Settlement to the Court for preliminary approval
25 in a timely fashion. While Defendant can reserve its right to object to facts or assertions made in the
26 moving papers, Defense Counsel shall file a notice of non-opposition to the granting of the motion for
27 preliminary approval or join in the motion.
28

1 To the extent the Court does not approve this Stipulation, or any term contained herein, and
2 instead allows the Parties to amend this Stipulation, the Parties agree to cooperate in good faith to
3 amend the Stipulation in accordance with the Court's direction, and to retain all other terms of the
4 Stipulation that the Court approves.

5 **9.2. Final Approval**

6 Class Counsel shall timely prepare Final Settlement Papers in conformance with the terms of
7 this Stipulation, including: (1) motion for final approval of the Settlement and award of attorneys' fees
8 and costs and enhancement award (2) the [Proposed] Final Settlement Order; and (3) any other
9 documents, petitions, or motions required to effectuate this Settlement – including, but not limited to,
10 any additional proposed orders requested by the Court. Class Counsel shall provide copies of such
11 documents to Defendant's counsel at least three (3) days before filing for comment, though Class
12 Counsel is not required to obtain Defendant's approval before filing.

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

21 **10. RELEASES AND WAIVERS**

22 **10.1. Release of Claims by PLAINTIFF AND Settlement Class**

23 Upon the Effective Final Settlement Date and payment by Defendant to the Settlement
24 Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the
25 Settlement, Plaintiff and all Participating Class Members waive, release, discharge, all claims against
26 the Released Parties asserted in the Action or any and all claims that could be asserted against the
27 Released Parties based on the factual allegations in the Action as follows: For the duration of the Class
28 Period, the release includes, for Participating Class Members: (a) all claims for failure to pay overtime

1 wages; (b) all claims for failure to pay minimum wages; (c) all claims for failure to provide compliant
2 meal periods and associated compensation and/or premium pay in lieu thereof; (d) all claims for failure
3 to provide compliant rest periods and associated compensation and/or premium pay in lieu thereof (e)
4 all claims for the failure to timely pay wages upon separation from employment; (f) all claims for non-
5 compliant wage statements; (g) denial of equal pay for substantially similar work in violation of the
6 California Fair Pay Act; (h) all claims asserted through California Business & Professions Code section
7 17200, et seq. arising out of the Labor Code violations referenced in the Action; and (k) all claims for
8 violations of Labor Code sections 201, 202, 203, 204, 226, 226(a), 226.7, 510, 512, 1174, 1194, 1194.2,
9 1194.5, 1197, 1197.5, 1199.5, 246, 246.5, 551-553 and Sections 11 and 12 of the applicable IWC Wage
10 Order, as claims alleged in Plaintiff's PAGA letter and/or Complaint and arising during the Class
11 and/or PAGA Period (the "Class Released Claims").

12 For the PAGA Settlement Class, and, to the extent permitted by law, the State of California, the
13 release includes, all claims asserted in the PAGA Notice and alleged in the Operative Complaint, for
14 PAGA civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1197.1, and 2699 based on the
15 Labor Code during the PAGA Period. The PAGA Settlement Class cannot "Opt Out" of the Release
16 of PAGA claims, if the Court finally approves the terms of the Settlement Agreement.

17 This Settlement Agreement will not release any person, party, or entity from claims, if any, by
18 Class Participants for workers compensation, unemployment, or disability benefits of any nature. Nor
19 does it release any claims, actions, or causes of action which may be possessed by Class Participants
20 under state or federal discrimination statutes, including, without limitation, the California Fair
21 Employment and Housing Act (Gov. Code, §§ 12900–12996); the Unruh Civil Rights Act (Civ. Code,
22 § 51); the California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq.);
23 the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the Employee Retirement Income
24 Security Act of 1974 (29 U.S.C. § 1001 et seq.); and all of their implementing regulations and
25 interpretive guidelines.

26 **10.2. GENERAL Release of Claims by NAMED Plaintiff**

27 In addition to the release set forth in Paragraph 10.1 above, Plaintiff, on behalf of himself and
28 his dependents, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, agents,

1 trustees, conservators, guardians, personal representatives, and successors-in-interest, whether
2 individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other
3 capacity, shall and does hereby forever release, discharge and agree to hold harmless the Released
4 Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements,
5 controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and
6 expenses (including attorney fees and costs), known or unknown, at law or in equity, which she may
7 now have or may have after the signing of this Settlement Agreement, arising out of or in any way
8 connected with his employment with Defendant including, the Released Claims, claims that were
9 asserted or could have been asserted in the Complaint, and any and all transactions, occurrences, or
10 matters between the Parties occurring prior to the date this Settlement Agreement is fully executed.
11 Without limiting the generality of the foregoing, this release shall include, but not be limited to, any
12 and all claims under: (a) the Americans with Disabilities Act; (b) Title VII of the Civil Rights Act of
13 1964; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981; (e) the Age Discrimination in
14 Employment Act; (f) the Fair Labor Standards Act; (g) the Equal Pay Act; (h) the Employee Retirement
15 Income Security Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the
16 Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966;
17 (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o) the
18 California Labor Code; (p) the California Government Code; (q) the California Civil Code; and (r) any
19 and all other federal, state, and local statutes, ordinances, regulations, rules, and other laws, and any
20 and all claims based on constitutional, statutory, common law, or regulatory grounds as well as any
21 other claims based on theories of wrongful or constructive discharge, breach of contract or implied
22 contract, fraud, misrepresentation, promissory estoppel, or intentional infliction of emotional distress,
23 negligent infliction of emotional distress, or damages under any other federal, state, or local statutes,
24 ordinances, regulations, rules, or laws. This release is for any and all relief, no matter how denominated,
25 including, but not limited to, back pay, front pay, vacation pay, bonuses, compensatory damages,
26 tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney
27 fees and costs, and Plaintiff hereby forever releases, discharges and agrees to hold harmless Defendant
28

1 and the Released Parties from any and all claims for attorney fees and costs arising out of the matters
2 released in this Settlement Agreement.

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

5 “A general release does not extend to claims that the creditor or releasing party does not
6 know or suspect to exist in his or her favor at the time of executing the release and that,
7 if known by him or her, would have materially affected his or her settlement with the
8 debtor or released party.”
9

10 Plaintiff, being aware of California Civil Code section 1542, hereby expressly waives and
11 relinquishes all rights and benefits she may have under section 1542 as well as any other statutes or
12 common law principles of a similar effect. Plaintiff may hereafter discover facts in addition to or
13 different from those which she now knows or believes to be true with respect to the subject matter of
14 all the claims referenced herein, but agrees that, upon the Effective Date, Plaintiff shall and hereby
15 does fully, finally, and forever settle and release any and all claims against the Released Parties, known
16 or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have
17 been asserted upon any theory of law or equity without regard to the subsequent discovery of existence
18 of such different or additional facts. Plaintiff’s general release shall extend up to the Final Order and
19 Judgment. Plaintiff represents and acknowledges that as of the date of execution of this Agreement she
20 is under 40 years of age.

21 **10.3. Circular 230 Disclaimer**

22 Each party to this Settlement Agreement (for purposes of this section, the “Acknowledging
23 Party”; and each party to this Agreement other than the Acknowledging Party, an “Other Party”)
24 acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written
25 communication or disclosure between or among the parties or their attorneys and other advisers, is or
26 was intended to be, nor shall any such communication or disclosure constitute or be construed or be
27 relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31
28 C.F.R. Part 10); (2) the Acknowledging Party (a) has relied exclusively upon her or its own

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

10 **11. DUTIES OF THE PARTIES**

11 **11.1. Mutual Full Cooperation**

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

21 **11.2. Duty to Support and Defend the Class Settlement**

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

1 **12. MISCELLANEOUS PROVISIONS**

2 **12.1. Enforcement**

3 Notwithstanding anything else contained herein, this Settlement Agreement shall be
4 enforceable under California Code of Civil Procedure section 664.6 and admissible under California
5 Evidence Code section 1123, subdivision (a), and the Federal Rules of Evidence.

6 **12.2. Different Facts**

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

13 **12.3. No Prior Assignments**

14 The Parties represent, covenant, and warrant that they have not directly or indirectly assigned,
15 transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any
16 portion of any liability, claim, demand, action, cause of action, or right herein released and discharged
17 except as set forth herein.

18 **12.4. Non-Admission**

19 Nothing contained herein is to be construed or deemed to be an admission of liability or
20 wrongdoing by Defendant. This Stipulation and the attached exhibits are settlement documents, and,
21 pursuant to California Evidence Code section 1152, these documents shall be inadmissible in any
22 proceeding except in an action or proceeding to approve, interpret, or enforce this Stipulation.

23 **12.5. 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 their
27 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 and

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

3 **12.6. 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 the
6 Class Settlement embodied in this Settlement Agreement, the disposition of the Action, the Action, and
7 all matters relating to the litigation of the Action, including discovery proceedings therein, and evidence
8 obtained during the course of the Action, shall not be discussed with, publicized, or presented to the
9 media or press. The Parties and their counsel shall not issue press releases, communicate with, or
10 respond to any media or publication entities, publish information in manner or form, whether printed
11 or electronic, on any medium or otherwise communicate, whether by print, video, recording or any
12 other medium, with any person or entity concerning the Settlement Agreement, including the fact of
13 the Settlement Agreement, its terms or contents and the negotiations underlying the Settlement
14 Agreement, except as shall be contractually required to effectuate the terms of the Settlement
15 Agreement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class
16 counsel in other actions, Class Counsel may disclose a brief description of the case and the fact of
17 settlement. In response to any inquiries, including those from media outlets, concerning the settlement,
18 the Parties and their respective counsel agree that they shall simply respond by stating, "the matter has
19 resolved."

20 **12.7. Non-Retaliation**

21 Defendant understands and acknowledges that it has a legal obligation to not retaliate against
22 any Class Member who elects to participate in the Class Settlement or elects to Opt Out of the Class
23 Settlement. Defendant will refer any inquiries regarding this Class Settlement to the Settlement
24 Administrator or Class Counsel and will not discourage Class Members who are employees, directly
25 or indirectly, from making claims, opting out, or objecting to the Class Settlement. None of the Parties,
26 or their respective attorneys or agents, shall solicit or encourage any Class Members, directly or
27 indirectly, to Opt Out of the Class Settlement.
28

1 **12.8. Construction**

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

8 **12.9. Governing Law**

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

12 **12.10. Notices**

13 Except for Class Member notices required to be made by the Settlement Administrator, all
14 notices or other communications required or permitted under this Settlement Agreement shall be in
15 writing and shall be sufficiently given if delivered in person to the party or their counsel by U.S.
16 certified mail, postage prepaid, e-mail, facsimile, or overnight delivery addressed to the address of the
17 party appearing in this Settlement Agreement.

18 **12.11. Captions and Interpretations**

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

22 **12.12. Modification**

23 This Settlement Agreement may not be changed, altered, or modified, except in writing signed
24 by the Parties. This Settlement Agreement may not be discharged except by performance in accordance
25 with its terms or by a writing signed by the Parties.

26 **12.13. Integration Clause**

27 This Settlement Agreement contains the entire agreement between the Parties relating to the
28 Class Settlement of the Action and the transactions contemplated thereby, and all prior or

1 contemporaneous agreements, understandings, representations, and statements, whether oral or written,
2 and whether by a party or such party's legal counsel, are upon full execution of this agreement hereby
3 superseded. No rights under this Settlement Agreement may be waived except in writing as provided
4 above.

5 **12.14. Successors and Assigns**

6 This Settlement Agreement shall be binding on and inure to the benefit of the Parties and Class
7 Members (excluding only persons who timely Opt Out) and their respective present and former heirs,
8 trustees, executors, administrators, representatives, officers, directors, shareholders, agents, employees,
9 insurers, attorneys, accountants, auditors, advisors, consultants, pension plans, welfare benefit plans,
10 fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint ventures, predecessors,
11 successors, and assigns.

12 **12.15. Corporate Signatories**

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

17 **12.16. Execution in Counterparts**

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

21 **12.17. Attorney Fees, Costs, and Expenses**

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

25 **12.18. Action to Enforce Agreement**

26 In the event that any of the Parties to this Stipulation institutes any legal action, arbitration, or
27 other proceeding against any of the other Parties to enforce the provisions of this Stipulation or to
28

1 declare rights or obligations under this Stipulation, the prevailing party shall be entitled to recover his
2 or its attorney fees and costs incurred in connection with any such enforcement proceedings.

3 **12.19 JURISDICTION OF THE COURT**

4 The Court shall retain jurisdiction with respect to the interpretation, implementation, and
5 enforcement of the terms of this Stipulation and all orders and judgments entered in connection
6 therewith.

7 **12.20 EXHIBITS INCORPORATED BY REFERENCE**

8 The terms of this Stipulation include the terms set forth in any attached Exhibit, which are
9 incorporated by this reference as though fully set forth herein. Any Exhibit to this Stipulation is an
10 integral part of the Settlement.

11 **12.21 INTERIM STAY OF PROCEEDINGS**

12 The Parties agree to refrain from further litigation in the Action, except such proceedings
13 necessary to implement and obtain an Order granting Final Approval of the terms of the Settlement.
14 The Parties further agree that the mutual, voluntary cessation of litigation shall terminate either as of
15 the Effective Date or the date upon which this Settlement has been denied by the Court and all
16 subsequent attempts to cure deficiencies have ended.

17 **12.22 BINDING AGREEMENT**

18 The Parties intend that this Settlement shall be fully enforceable and binding on all Parties, and
19 that it shall be admissible and subject to disclosure in any proceeding to enforce its terms,
20 notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or
21 state law.

22 **13. EXECUTION**

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

26 ///


27 ///

28 ///

APPROVAL AND EXECUTION BY PARTIES

CLASS REPRESENTATIVES:

Dated: 08/30/2022


Gerardo Ayala
Plaintiff and Class Representative

DEFENDANT:

Steele Canyon Golf Club, Inc.

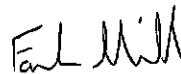
Dated _____

By: _____

Its: _____

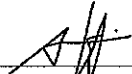
Law Offices of Farrah Mirabel

Dated 8-30-22

By: 
Farrah Mirabel
Attorney for Plaintiff

Dated 9/4/2022

EMPLOYEMENT RIGHTS LAW GROUP, APC

By: 
Amir Seyedfarshi
Attorney for Plaintiff

FISHER & PHILLIPS, LLP

Dated _____

By: _____
Megan Winter
Attorney for Defendant

APPROVAL AND EXECUTION BY PARTIES

CLASS REPRESENTATIVES:

Dated: _____

Gerardo Ayala
Plaintiff and Class Representative

DEFENDANT:

Steele Canyon Golf Club, Inc.

Dated 8/31/2022

By: Colin Radchenko
Colin Radchenko
Its: Executive Vice President

Law Offices of Farrah Mirabel

Dated _____

By: _____
Farrah Mirabel
Attorney for Plaintiff

Dated _____

EMPLOYEMENT RIGHTS LAW GROUP, APC

By: _____
Amir Seyedfarshi
Attorney for Plaintiff

FISHER & PHILLIPS, LLP

Dated 09/01/2022

By: Megan C. Winter
Megan Winter
Attorney for Defendant

EXHIBIT 2

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT, PAGA SETTLEMENT
AND HEARING DATE FOR COURT APPROVAL**

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

**Gerardo Ayala v. Steele Canyon Golf Club Corporation, a California Corporation
Case No. 30-2021-01195684-CU-WT-CJC**

TO: *All individuals who worked for Defendant Steele Canyon Golf Club Corporation in California as non-exempt employees during the period from April 15, 2017 through May 30, 2022. ("Class Members").*

**PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT
INFORMATION ABOUT YOUR RIGHTS.**

A proposed settlement ("Settlement") of the above-captioned class action and PAGA action ("Action") filed in Orange County Superior Court ("the Court") has been reached by the parties and has been granted preliminary approval by the Court supervising the Action.

If finally approved, the proposed settlement will resolve a class action and PAGA action filed against Steele Canyon Golf Club alleging claims for allegedly: (1) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the Applicable Wage Orders; (2) 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 Wage Orders; (3) failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; (4) failure to provide timely wages in violation of Labor Code 204; (5) failure to pay overtime in violation of Labor Code 510; (6) failure to pay for sick days and failure to pay for rest days; (7) denial of equal pay in violation of Labor Code 1197.5 and 119.5; (8) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; and (9) penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6).

No court has ruled on the merits of the claims asserted in the Action. This means that there has been no finding by a court that Steele Canyon Golf Club engaged in any wrongdoing, or that employees were not paid fully and lawfully.

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. If you do nothing you will receive a share of the settlement amount, and you will release the claims described in Section V below.

I. INTRODUCTION

This "NOTICE OF PROPOSED CLASS ACTION SETTLEMENT, PAGA SETTLEMENT, AND HEARING DATE FOR COURT APPROVAL" ("NOTICE") is to inform you of the settlement of

this Action and your legal rights under the Class Action and PAGA Action Settlement (the "Settlement Agreement").

The Court has granted preliminary approval of the Settlement and the Court ordered this Notice be sent to you because you may be a Settlement Class Member entitled to money under the Settlement and because the Settlement affects your legal rights.

II. DESCRIPTION OF THE LAWSUIT

A. Summary of Litigation

On April 15, 2021, a class action and PAGA action complaint was filed by Gerado Ayala against Steele Canyon Golf Club in Orange County Superior Court, Case No. 30-2021-01195684-CU-WT-CJC, on behalf of himself and all others similarly situated. After an exchange of relevant information, the Parties agreed to participate in private mediation before a mediator to try to resolve the wage and hour claims alleged in the action. On February 14, 2022, the Parties attended a mediation session with mediator Michael D. Young, Esq. The Parties subsequently reached an agreement of the action to resolve the wage and hour class action and PAGA representative claims that is memorialized in the Settlement Agreement that is on file with the Court, and whose terms are generally summarized in this Class Notice.

B. Position of the Parties

The Court has not ruled on the merits of Plaintiff's claims. The Court has determined only that certification of the Settlement Class for settlement purposes is appropriate under California law. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, Defendant and Plaintiff have concluded that it is in their respective best interests and the interests of the Class Members to settle the Action on the terms memorialized in the Settlement Agreement on file with the Court, and whose terms are generally summarized in this Notice. After Defendant provided informal discovery and information to counsel for the Class Members, the Settlement was reached after arms-length non-collusive negotiations between the parties, including mediation. In these negotiations, both sides recognized the uncertainty and risk of further litigation and determined that the Settlement was a fair, reasonable and adequate way to resolve the disputed claims.

1. Defendant has denied and continues to deny each of the allegations in the actions and the Amended Complaint, and any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the actions or Amended Complaint, and has asserted various defenses to these claims. Defendant contends that it has complied with all of its legal obligations to its employees and all of its employees have been compensated in compliance with the law. Neither the Settlement nor any action taken to carry out the Settlement means that Defendant admits any fault, wrongdoing, or liability whatsoever. Although Defendant believes it has meritorious defenses to the allegations and claims in the actions and the Amended Complaint, Defendant has concluded that further litigation would be protracted and expensive for all parties, and would also divert resources and management and employee time. Defendant has agreed to settle this Action in the manner and upon the terms set forth in the Settlement Agreement to put to

rest all claims that are or could have been asserted against it in the Action.

2. The Plaintiff and Class Counsel support this Settlement. Among the reasons for support are the defenses to liability potentially 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.

C. Preliminary Approval of the Settlement

Under this settlement, the following settlement class will be certified under California law:

All individuals who worked for Defendant Steele Canyon Golf Club in California as non-exempt employees during the period from April 15, 2017 through May 30, 2022.

Plaintiff Gerardo Ayala and his counsel, Farrah Mirabel Esq. and Amir Seyedfarshi, Esq., (“Class Counsel”), believe that the settlement described below is fair, adequate, reasonable and in the best interests of Plaintiff and the Class.

On [insert date of preliminary approval], the Court preliminarily approved the Settlement and conditionally certified the settlement class. This Notice is being sent to you because Defendant’s records indicate that you were employed by Defendant during the Class Period.

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

Defendant will not take 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 this Settlement.

III. TERMS OF THE SETTLEMENT

Defendant has agreed to pay an amount not to exceed \$361,250.00 (the “Settlement Amount”) to resolve the claims in Plaintiff’s Action and the Amended Complaint. The Parties agreed to the following payments from the Settlement Amount:

Settlement Administration Costs. The Court has approved CPT Group, Inc. to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, up to \$15,500.00 will be paid from the Settlement Amount to pay the Settlement Administration Costs.


Attorneys’ Fees and Expenses. Class Counsel – which includes attorneys from Law Offices of Farrah Mirabel, P.C., and Employment Rights Law Group, APC – who have been prosecuting Plaintiff’s Actions 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 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 Settlement Amount. Class Members are not personally

responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will collectively ask for fees of one third (1/3) (*i.e.*, \$120,416.66) of the Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in Plaintiff's Actions. Class Counsel also will ask for reimbursement for the actual costs Class Counsel incurred in connection with Plaintiff's Actions in an amount up to \$15,000.00.

Service Payment to Named Plaintiff and Class Representative. Class Counsel will ask the Court to award Named Plaintiff and Class Representative Gerardo Ayala an Incentive Award up to \$10,000.00, for his efforts and risks provided on behalf of the Class Members. The Class Representative also may receive a share of the Settlement as a Class Member.

PAGA Payment. Class Counsel will ask the Court to approve a PAGA penalty allocation of \$35,000.00 from the Settlement Amount, 75% of which (\$26,250.00) shall be paid the State of California and 25% of which (\$8,750.00) shall be distributed to certain individuals in the Class who worked for Defendant from March 25, 2020 through May 30, 2022("PAGA Period"). These payments are being made pursuant to California's the Private Attorney Generals Act.

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

You can view the Settlement Agreement and other Court documents related to this case by visiting the Settlement Administrator's website at: 

IV. YOUR INDIVIDUAL SHARE OF THE SETTLEMENT AMOUNT

Each Class Participant (a Class Member who does not opt-out of the Settlement as described in section VI.B below) shall be eligible to receive payment of the Individual Settlement Amount, which is a share of the Net Settlement Amount based on the pro rata number of points allotted to the Class Participant as a proportion of all points allotted to all Class Members..

Points are allocated as follows. There are two categories of the employees for the purpose of the Class settlement: 1) The employees who worked as Greenkeepers and 2) the employees who did not work as a Greenkeeper. The Greenskeepers will receive three points per each workweek. The employees who did not work as a Greenskeeper will receive one point per workweek.

Some of the claims alleged in the Complaint only apply to Greenskeepers; for example, they were the only group of employees whose time records were rounded by the payroll system, and they had different meal and rest period procedures, which Plaintiff alleges were unlawful. Therefore, Greenskeepers receive a settlement share that is three times more than a non-Greenskeeper for every workweek worked during the class period.

Fifteen Percent (15%) of each Individual Settlement Amount shall constitute wages subject to withholdings (and each Class Participant will be issued a Form W-2 for such payment to him or her); Eighty-Five Percent (85%) of each Individual Settlement Amount shall constitute penalties, liquidated damages, and interest (and each Class Participant will be issued an IRS Form 1099 for such payment to him or her). Class Participants are solely responsible for any claim arising from any and all tax liability accruing from the receipt of these settlement payments. The Settlement

Administrator, Defendant and their 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.

For purposes of this calculation, a workweek means a week where a Class Member was employed in California in a non-exempt job position. If any Class Member opts-out of the Settlement, his/her share will be distributed to Class Participants.

The 25% of the PAGA Payment for Class Members who worked during the PAGA Period will be distributed to the Class Members pro rata based on pay periods worked during the PAGA Period. These amounts shall be in addition to the Individual Settlement Portions described above. Since PAGA penalties are claims owned by the State of California, there shall be no right to opt-out of the PAGA Payment portion of the Settlement.

With respect to the PAGA Payment and any payments made to individual members of the PAGA Settlement Class, all such payments shall be treated as payments for penalties and interest. The Settlement Administrator shall issue to members of the PAGA Settlement Class an IRS Form 1099 reflecting such payment. Members of the PAGA Settlement Class shall be solely responsible for the payment of all taxes with respect to any PAGA payments made to them.

The Workweeks and pay periods that you worked for Defendant during the Class Period will be calculated based on Defendant's records. If you feel that you were not credited with the correct number of Work Weeks worked during the Class Period, you may submit evidence to the Settlement Administrator on or before [insert date] with documentation to establish the number of Workweeks you claim to have actually worked during the Class Period. **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many Work Weeks should be credited. The Settlement Administrator will make the final decision as to how many Workweeks are credited, and report the outcome to the Class Participant, however, the Court shall have the right to review any decision made by the Settlement Administrator regarding a claim dispute.

Any funds associated with checks that have not been cashed within one hundred eighty (180) days, will become void and the Individual Settlement Amount associated with the uncashed check will be distributed pursuant to Code of Civil Procedure section 384 to the Public Law Center in Santa Ana, California.

You can view the final approval order and final judgment and payment schedule at www.XX.com
These documents will not be available until after the final approval hearing on _____

V. THE RELEASE OF CLAIMS

If the Court grants final approval of the Settlement, the Court will enter judgment and the Settlement Agreement will bind all members of the Settlement Class who have not opted out of the Settlement, and will bar all Class Members from bringing certain claims against Defendant as described below.

Upon the date Defendant funds the Gross Settlement Amount, each Settlement Class Member who

has not submitted a timely Opt-Out request, shall fully release and forever discharge the Released Parties from any and all Released Claims during the Class Period.

“Released Claims”: Plaintiff and all Participating Class Members waive, release, discharge, all claims against the Released Parties asserted in the Action or any and all claims that could be asserted against the Released Parties based on the factual allegations in the Action as follows: For the duration of the Class Period, the release includes, for Participating Class Members a) all claims for failure to pay overtime wages; (b) all claims for failure to pay minimum wages; (c) all claims for failure to provide compliant meal periods and associated compensation and/or premium pay in lieu thereof; (d) all claims for failure to provide compliant rest periods and associated compensation and/or premium pay in lieu thereof (e) all claims for the failure to timely pay wages upon separation from employment; (f) all claims for non-compliant wage statements; (g) denial of equal pay for substantially similar work in violation of the California Fair Pay Act; (h) all claims asserted through California Business & Professions Code section 17200, et seq. arising out of the Labor Code violations referenced in the Action; and (k) all claims for violations of Labor Code sections 201, 202, 203, 204, 226, 226(a) , 226.7, 510, 512, 1174, 1194, 1194.2, 1194.5, 1197, 1197.5, 1199.5, 246, 246.5, 551-553 and Sections 11 and 12 of the applicable IWC Wage Order. as claims alleged in Plaintiff’s PAGA letter and/or Complaint and arising during the Class and/or PAGA Period (the “Class Released Claims”).

For the PAGA Settlement Class, and, to the extent permitted by law, the State of California, the release includes , all claims asserted in the PAGA Notice and alleged in the Operative Complaint, for PAGA civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1197.1, and 2699 based on the Labor Code during the PAGA Period.

The PAGA Settlement Class cannot “Opt Out” of the Release of PAGA claims, if the Court finally approves the terms of the Settlement Agreement..

“Released Parties” shall mean and refer to Defendant Steele Canyon Golf Club, Corporation, and all of its subsidiaries, affiliates, predecessors, successors, and related entities, and their respective officers, directors, employees, fiduciaries, trustees, agents, and benefit plans..

Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit 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.”

VI. WHAT ARE YOUR OPTIONS?

A. Do Nothing and Receive Your Portion of the Settlement

You are automatically included as a Class Participant and will receive a settlement payment and do not have to take any further action to receive your settlement payment. It is the responsibility of all

Class 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 Share Form.

B. Opt-Out and Be Excluded from the Class and the Settlement Except for the PAGA Component of the Settlement

If you **do not** wish to take part in the Settlement, you may exclude yourself (i.e., opt-out) by sending to the Settlement Administrator the enclosed Opt Out Request Form or a letter or postcard postmarked no later than [insert date], with your name, address, telephone number, and signature. The letter or postcard requesting an opt-out should state something to the effect of:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE GERARDO AYALA V. STEELE CANYON GOLF CLUB LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE 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.”

Send the opt-out request form, or letter/card directly to the Settlement Administrator at the following address by no later than [insert opt-out date]:

[insert ADDRESS]

Class Members who worked during the PAGA period do not have a right to opt-out, object or otherwise exclude themselves from the PAGA portion of the Settlement and will be covered by the release of claims for civil penalties under the PAGA summarized in section V, above.

A Class Member, other than a Class Member that worked during the PAGA Period, who submits a timely opt-out request form, or letter/card to be excluded from the Class Action Settlement shall, upon receipt, no longer be a Class Member, shall be barred from participating in any portion of the Settlement. A Class Member who worked during the PAGA Period and who submits a timely opt-out request for, or letter or postcard to be excluded from the Class Action Settlement will still receive his or her pro-rata portion of the PAGA Payment. If you want confirmation of receipt of your Opt-Out, please send it by U.S. certified mail, return receipt requested and/or contact the Settlement Administrator.

C. Object to the Settlement

You also have the right to object to the terms of the Settlement. The court will consider any and all objections lodged up to the Final Approval Hearing. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you who wish to object to the Class Settlement must submit a written objection to the Settlement Administrator, [insert ADDRESS], by no later than [insert deadline]. Only Class Participants may object to the Settlement. The objection must include the case name and number and only needs to provide a concise statement explaining why you object. The Class members may object by appearing at the Final Approval Hearing by appearing in person or through Counsel. If you also wish to appear at the Final Approval and Fairness Hearing, in person or through an attorney, you need not file a notice of intention to appear at the same time as the objection is filed. The Court will consider any objections at final approval.

If you object to the Settlement, you will remain a member of the Settlement Class, 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.

If you request to opt out and object, then the opt out will govern.

D. Your Right to Appear at the Final Approval and Fairness Hearing Through an Attorney or In Person

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for [insert DATE], at [insert Time] a/p.m. in Department CX101 of the Superior Court of California, County of Orange, located at 751 W. Santa Ana Blvd., Santa Ana, California 92701. You can find the Final Approval Hearing on the Court's online calendar:

<https://ocjustice.occourts.org/courtcalendars-pub/search.do#formAnchor>. You have the right to appear either in person or through your own attorney at this hearing at your own expense. All objections or other correspondence must state the name and number of the case, which is *Gerardo Ayala v. Steele Canyon Golf Club*, Case No. 30-2021-01195684-CU-WT-CJC.

VII. UPDATE FOR YOUR CHANGE OF ADDRESS

If you move after receiving this Notice or if it was misaddressed, please complete the Change of Address portion of the Share Form and mail it to the Settlement Administrator, XX, Inc. at [redacted], as soon as possible. **THIS IS IMPORTANT SO THAT FUTURE NOTICES AND/OR THE SETTLEMENT PAYMENT REACH YOU.**

VIII. IF THE JOINT STIPULATION OF CLASS ACTION AND PAGA ACTION SETTLEMENT AND RELEASE IS NOT APPROVED

If the Class Action and PAGA Action Settlement is not approved by the Court, or if any of its conditions are not satisfied, the conditional settlement will be voided, 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; (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 this settlement; or (4) that any favorable trial decision would be upheld if an appeal was filed.

IX. QUESTIONS OR COMMENTS?

This Notice of Proposed Class Action and PAGA Action Settlement is a summary of the basic terms of the Settlement. For the precise terms and conditions, of the Settlement, you may review the detailed Settlement Agreement on file with the Clerk of the Court. The case file may be viewed online at the court's website at <https://ocjustice.occourts.org/civilwebShoppingNS/Search.do#searchAnchor> and searching by case number. In addition, the key settlement documents, including the operative complaint, the settlement agreement and the amendments thereto, and the court order for preliminary approval may be viewed on the website established by the Settlement Administrator at <http://www.>

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

THE ATTORNEYS REPRESENTING THE CLASS MEMBERS ARE:

LAW OFFICES OF FARRAH MIRABEL

Farrah Mirabel (SBN 162933)

fmesq@fmirabel.com

1070 Stradella Road

Los Angeles, California 90077

Telephone: (714) 747-4447

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**NOTIFICACIÓN DE PROPUESTA DE RESOLUCIÓN DE DEMANDA COLECTIVA Y
RESOLUCIÓN PAGA
Y FECHA DE AUDIENCIA PARA APROBACIÓN JUDICIAL
TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
CONDADO DE ORANGE**

**Gerardo Ayala v. Steele Canyon Golf Club Corporation, una Corporación de California
Caso No. 30-2021-01195684-CU-WT-CJC**

PARA: *Todas las personas que trabajaron para el Demandado Steele Canyon Golf Club Corporation en California como empleados no exentos durante el período desde el 15 de abril de 2017 hasta el 30 de mayo, 2022. ("Miembros del Grupo").*

**POR FAVOR LEA ESTE AVISO DETENIDAMENTE. CONTIENE INFORMACIÓN
IMPORTANTE SOBRE SUS DERECHOS.**

Las partes han llegado a un acuerdo propuesto ("Acuerdo") de la demanda colectiva de epígrafe ("Demanda") presentada en el Tribunal Superior del Condado de Orange ("el Tribunal") y el Juez que supervisa la Demanda ha otorgado la aprobación preliminar.

Si finalmente se aprueba, el acuerdo propuesto resolverá una demanda colectiva y de PAGA presentada contra Steele Canyon Golf Club alegando reclamaciones por supuestamente: (1) no proporcionar períodos de descanso conformes y pagar las primas de descanso perdidas en quebranto del artículo 226.7 del Código Laboral y las Órdenes Salariales Aplicables; (2) no proporcionar períodos de comida conformes y pagar las primas de período de comida perdidas en quebranto de los artículos 226.7 y 512 del Código Laboral y las Órdenes Salariales Aplicables; (3) no pagar todos los salarios adeudados y debidos en la separación, quebrantando los artículos del Código Laboral 201, 202 y 203; (4) no proporcionar salarios oportunos, quebrantando el Código Laboral 204; (5) no pagar las horas extras, quebrantando el Código Laboral 510; (6) no pagar los días de enfermedad y no pagar los días de descanso; (7) negar la igualdad de remuneración, quebrantando el Código Laboral 1197.5 y 119.5; (8) no proporcionar declaraciones salariales completas y precisas quebrantando los artículos 226 y 226.3 del Código Laboral; y (9) sanciones basadas en lo anterior de conformidad con PAGA (Código laboral, §§ 2698-2699.6).

Ningún juez se ha pronunciado sobre el fondo de las reclamaciones formuladas en la Demanda. Esto significa que no ha habido ninguna conclusión por parte de un juez que Steele Canyon Golf Club haya cometido algún delito, o que los empleados no fueron pagados completa y legalmente.

NO ES NECESARIO TOMAR MEDIDAS PARA RECIBIR DINERO BAJO EL ACUERDO: Si usted es un Miembro del Grupo (como se define anteriormente) y recibió este aviso, se le incluye automáticamente en el Acuerdo y no necesita tomar ninguna medida adicional para recibir un pago. Si no hace nada, recibirá una parte del monto del acuerdo y liberará las reclamaciones descritas en la Sección V a continuación.

I. INTRODUCCIÓN

Este "AVISO DE ACUERDO DE RESOLUCION DE DEMANDA COLECTIVA Y DE PAGA PROPUESTO Y FECHA DE AUDIENCIA PARA LA APROBACIÓN DEL JUEZ" ("AVISO") es para informarle del acuerdo de esta Demanda y sus derechos legales bajo la Estipulación Conjunta re: Acuerdo de Demanda Colectiva y PAGA (el "Acuerdo de Resolución").

El Juez otorgó la aprobación preliminar del Acuerdo y ordenó que se le envíe este aviso porque es posible que tenga derecho a recibir dinero en virtud del Acuerdo y porque el Acuerdo afecta sus derechos legales.

II. DESCRIPCIÓN DE LA DEMANDA

A. Resumen del litigio

El 15 de abril de 2021, Gerardo Ayala presentó una demanda colectiva y de PAGA contra Steele Canyon Golf Club en el Tribunal Superior del Condado de Orange, Caso No. 30-2021-01195684-CU-WT-CJC, en su nombre y en el de todos los demás en situación similar. Después de un intercambio de información relevante, las Partes acordaron participar en una mediación privada ante un mediador para tratar de resolver las reclamaciones de salarios y horas alegadas en la demanda. El 14 de febrero de 2022, las Partes asistieron a una sesión de mediación con el mediador Michael D. Young, Esq. Las Partes posteriormente llegaron a un acuerdo de la demanda para resolver las reclamaciones del grupo de salario y hora y del representante de PAGA que se consigna en el Acuerdo de Resolución que está archivado en el Tribunal, y cuyos términos generalmente se resumen en este Notificación de Demanda Colectiva.

B. Posición de las Partes

El Juez no se ha pronunciado con respecto a los fundamentos de las reclamaciones del Demandante. El Juez ha determinado sólo la certificación del grupo representativo para fines del Arreglo de Resolución es apropiada según la ley de California. Mediante la aprobación de la Resolución y la emisión de esta Notificación, el Juez no está sugiriendo cual lado ganaría o perdería este caso si se celebrara un juicio. Sin embargo, para evitar gastos adicionales, inconvenientes y riesgos de litigio continuo, el Demandado y el Demandante han concluido que es en su mejor interés respectivo y en el interés de los Miembros del Grupo resolver la Demanda en los términos consignados en el Acuerdo de Resolución archivado con el Tribunal, y cuyos términos generalmente se resumen en esta Notificación. Después de que el Demandado proporcionó revelaciones informales e información al abogado de los Miembros del Grupo, se celebró el Acuerdo después de negociaciones no colusorias en condiciones de igualdad entre las partes, incluida la mediación. En estas negociaciones, ambas partes reconocieron la incertidumbre y el riesgo de nuevos litigios y determinaron que el Acuerdo era una forma justa, razonable y adecuada de resolver las reclamaciones en disputa.

1. El Demandado ha negado y continúa negando cada una de las alegaciones en las acciones y la Demanda Enmendada, y cualquier irregularidad o responsabilidad legal que surja de cualquiera de los hechos o conductas alegadas en las acciones o Demanda Enmendada, y ha afirmado varias defensas a estas reclamaciones. El Demandado sostiene que ha cumplido con todas sus obligaciones legales con sus empleados y que

todos sus empleados han sido compensados de conformidad con la ley. Ni el Arreglo ni ninguna acción tomada para llevar a cabo el Arreglo significa que el Demandado admite cualquier culpa, irregularidad o responsabilidad de cualquier tipo. Aunque el Demandado cree que tiene defensas meritorias a las alegaciones y reclamos en las acciones y la Demanda Enmendada, el Demandado ha concluido que un litigio adicional sería prolongado y costoso para todas las partes, y también desviaría recursos y tiempo de gestión y de los empleados. El Demandado ha acordado resolver esta Demanda de la manera y en los términos establecidos en el Acuerdo de Resolución para poner fin a todas las reclamaciones que son o podrían haberse hecho valer en su contra en la Demanda.

2. El Demandante y los Abogados del Colectivo respaldan el Acuerdo. Entre las razones para el apoyo se encuentran las defensas de responsabilidad potencialmente disponibles para el Demandado, el riesgo de negación de la certificación del colectivo, el riesgo inherente de un juicio sobre el fondo y las demoras e incertidumbres asociadas con el litigio.

C. Aprobación preliminar del Acuerdo

Bajo este acuerdo, el siguiente grupo representativo de un interés colectivo será certificado bajo la ley de California:

Todas las personas que trabajaron para el Demandado Steele Canyon Golf Club Corporation en California como empleados no exentos durante el período desde el 15 de abril de 2017 hasta el 30 de mayo, 2022.

El Demandante Gerardo Ayala y sus abogados, Farrah Mirabel Esq. y Amir Seyedfarshi, Esq., ("Abogados del Grupo"), creen que el acuerdo descrito a continuación es justo, adecuado, razonable y en el mejor interés del Demandante y del Grupo.

En [Insertar fecha de aprobación preliminar], el Juez aprobó preliminarmente el Acuerdo y certificó condicionalmente el grupo representativo de un interés colectivo. Este Aviso se le envía porque los registros del Demandado indican que usted fue empleado del Demandado durante el Período de la Demanda Colectiva.

SI TODAVÍA ESTÁ EMPLEADO POR EL DEMANDADO, ESTE ACUERDO NO AFECTARÁ SU EMPLEO.

El Demandado no tomará medidas adversas contra ningún Miembro del Grupo, ni se dirigirá, tomará represalias o discriminará contra ningún Miembro del Grupo por su decisión de participar o de no participar en este Acuerdo.

III. TÉRMINOS DE LA RESOLUCIÓN

El Demandado ha acordado pagar un monto que no exceda \$ 361,250.00 (el "Monto del Acuerdo de Resolución") para resolver las reclamaciones en la Demanda del Demandante y la Demanda Enmendada. Las Partes acordaron los siguientes pagos del Monto del Acuerdo de Resolución:


Costos de administración del Acuerdo. El Juez ha aprobado a CPT Group, Inc. para que actúe como el "Administrador del Acuerdo", quien le envía este Aviso y realizará muchas otras funciones relacionadas con el Acuerdo. Según la Resolución, se pagarán hasta \$15,500.00 del Monto del Acuerdo para pagar los Costos de Administración del Acuerdo.

Honorarios y gastos de los Abogados. Abogados del Grupo – que incluye abogados de las Oficinas Jurídicas de Farrah Mirabel, P.C., y Employment Rights Law Group, APC – que han estado procesando las Demandas del Demandante en nombre de los Miembros del Grupo sobre una base de honorarios de contingencia (es decir, sin que se les haya pagado ningún dinero hasta la fecha) y han estado pagando todos los costos y gastos del litigio. Hasta la fecha, las partes han litigado agresivamente muchos aspectos del caso, incluidos los esfuerzos de resolución y un día completo de sesiones de mediación. El Juez determinará el monto real otorgado a los Abogados del Grupo como honorarios de abogados, que se pagarán del Monto del Acuerdo de Resolución. Los Miembros del Grupo no son personalmente responsables de ninguno de los honorarios o gastos de abogados de los Abogados del Grupo. Los Abogados del Grupo solicitarán colectivamente honorarios de un tercio (1/3) (*es decir*, \$ 120,416.66) del Monto del Acuerdo como compensación razonable por el trabajo que los Abogados del Grupo realizaron y continuarán desempeñándose en las Demandas del Demandante. Los Abogados del Grupo también solicitarán el reembolso de los costos reales que incurrieron los Abogados del Grupo en relación con las Acciones del Demandante por un monto de hasta \$ 15,000.00.

Pago por Servicio al Demandante Designado y al Representante del Grupo. Los Abogados del Grupo le pedirán al Juez que le otorgue al Demandante Designado y al Representante del Grupo Gerardo Ayala un Pago de Incentivo de hasta \$10,000.00, por sus esfuerzos y riesgos proporcionados en nombre de los Miembros del Grupo. El Representante del Grupo también puede recibir una parte del Acuerdo como Miembro del Grupo.

Pago PAGA. Los Abogados del Grupo le pedirán al Juez que apruebe una asignación de multa PAGA de \$35,000.00 del Monto del Acuerdo, el 75% de los cuales (\$ 26,250.00) se pagará al Estado de California y el 25% de los cuales (\$ 8,750.00) se distribuirá a ciertas personas del Grupo que trabajaron para el Demandado desde el 25 de marzo de 2020 hasta el 30 de mayo, 2022 ("Período PAGA"). Estos pagos se están haciendo de conformidad con la Ley de Fiscales Generales Privados de California.

Monto Neto del Acuerdo. Después de deducir los montos anteriores, el saldo del monto de liquidación formará el "Monto Neto del Acuerdo" para su distribución a los Miembros del Grupo.

Puede ver el Acuerdo de Resolución y otros documentos del legales relacionados con este caso visitando el sitio web del Administrador del Arreglo en: 

IV. SU PARTE INDIVIDUAL DEL MONTO DEL ACUERDO

Cada Participante de la Demanda Colectiva (un Miembro del Grupo que no opte por no participar en el Arreglo como se describe en la sección VI.B a continuación) podrá recibir el pago del Monto Individual del Arreglo, que es una parte del Monto Neto del Arreglo basado en el número proporcional de puntos asignados al Participante del Grupo como una proporción de todos los puntos asignados a todos los Miembros del Grupo. Los puntos se asignan de la siguiente manera.

Existen dos categorías de empleados para el propósito de este acuerdo: 1) Los empleados que trabajaron como Greenkeepers y 2) los empleados que no trabajaron como Greenkeeper. Los Greenskeepers recibirán tres puntos por cada semana laboral; los empleados que no trabajaron como Greenkeeper, recibirán un punto por semana laboral.

Algunas de las reclamaciones presuntas en la Demanda sólo se aplican a los Greenskeepers; por ejemplo, eran el único grupo de empleados cuyas hojas de tiempo fueron redondeadas por el sistema de planillas y tuvieron procedimientos distintos de horas de almuerzo y descanso, lo cual el Demandante dice que fueron ilícitos. Por lo tanto, los Greenskeepers recibirán una porción del pago de Resolución tres veces mayor al de alguien que no fue Greenkeeper para cada semana trabajada durante el periodo de la demanda colectiva.

El quince por ciento (15%) de cada Monto Individual del Arreglo constituirá salarios sujetos a retenciones (y a cada Participante del Grupo se le emitirá un Formulario W-2 para dicho pago); El ochenta y cinco por ciento (85%) de cada Monto Individual del Arreglo constituirá multas, daños liquidados e intereses (y a cada Participante del Grupo se le emitirá un Formulario 1099 del IRS para dicho pago). Los Participantes del Grupo son los únicos responsables de cualquier reclamo que surja de cualquier y toda responsabilidad fiscal derivada de la recepción de estos pagos de liquidación. El Administrador del Acuerdo, los Demandados y sus abogados, y los Abogados del Grupo no pueden brindar asesoramiento fiscal. En consecuencia, los Miembros del Grupo deben consultar con sus asesores fiscales sobre las consecuencias fiscales y el tratamiento de los pagos que reciben en virtud del Acuerdo de Resolución.

A los efectos de este cálculo, una semana laboral significa una semana en la que un Miembro del Grupo estuvo empleado en California en un puesto de trabajo no exento. Si algún Miembro del Grupo opta por no participar en el Acuerdo, su parte se distribuirá a los Participantes del Grupo.

El 25% del Pago PAGA para los Miembros del Grupo que trabajaron durante el Período PAGA se distribuirá a los Miembros del Grupo proporcionalmente en función de los periodos de pago trabajados durante el Período PAGA. Estos montos serán adicionales a las Porciones Individuales del Acuerdo descritas anteriormente. Dado que las multas PAGA son reclamaciones del Estado de California, no habrá derecho a optar por no participar en la parte de Pago PAGA del Arreglo.

Con respecto al pago PAGA y todo pago hecho a miembros individuales del Grupo PAGA, todo dicho pago se considerará como pagos por penalidades e interés. El Administrador de la Resolución le entregará a cada miembro del Grupo PAGA un formulario 1099 del IRS reflejando dicho pago. Los miembros del Grupo PAGA serán los únicos responsables por pagar los impuestos sobre los pagos PAGA recibidos.

Las semanas laborales que trabajó para el Demandado durante el Período de la Demanda Colectiva se calcularán en función de los registros del Demandado. Si considera que no se le acreditó el número correcto de Semanas de Trabajo trabajadas durante el Período de la Clase, puede presentar evidencia al Administrador del Acuerdo antes del [insertar fecha] con documentación para establecer el número de Semanas de Trabajo que afirma haber trabajado realmente durante el Período de la Demanda Colectiva. **NO SE DEVOLVERÁ NI CONSERVARÁ LA DOCUMENTACIÓN ENVIADA AL ADMINISTRADOR DEL ACUERDO; NO ENVÍE ORIGINALES.** Las Partes y el Administrador del Acuerdo evaluarán de inmediato las pruebas presentadas y discutirán de buena fe cuántas semanas de trabajo se deben acreditar. El Administrador del Acuerdo tomará la decisión final sobre cuántas Semanas Laborales se acreditan,

e informará el resultado al Participante de la Demanda, sin embargo, el Juez tendrá el derecho de revisar cualquier decisión tomada por el Administrador del Acuerdo con respecto a una disputa sobre el reclamo.

Cualquier fondo asociado con cheques que no se hayan cobrado dentro de ciento ochenta (180) días, será nulo y el Monto del Acuerdo Individual asociado con el cheque no cobrado se distribuirá de conformidad con la sección 384 del Código de Procedimiento Civil al Centro de Derecho Público en Santa Ana, California.

Puede ver la orden de aprobación final y la sentencia final y el calendario de pagos en www.xx.com/xxxxxxxx. Estos documentos no estarán disponibles hasta después de la audiencia de aprobación final el _____.

V. LIBERACION DE RECLAMACIONES

Si el Tribunal otorga la aprobación final del Acuerdo, el Juez emitirá un fallo y el Acuerdo de Resolución vinculará a todos los miembros de la Demanda que no hayan optado por no participar en el Acuerdo, y prohibirá a todos los Miembros de la Demanda presentar ciertas reclamaciones contra el Demandado como se describe a continuación.

En la fecha en que el Demandado financie el Monto Bruto del Arreglo, cada Miembro de la Demanda que no haya presentado una solicitud de exclusión voluntaria oportuna, liberará completamente y liberará para siempre a las Partes Exoneradas de todas y cada una de las Reclamaciones Exoneradas durante el Período de la Demanda.

"Reclamaciones Liberadas" a) todas las reclamaciones por incumplimiento en el pago de salarios de horas extras; (b) todas las reclamaciones por incumplimiento en el pago de salarios mínimos; (c) todas las reclamaciones por incumplimiento en el suministro de períodos de comida y compensación y/o pago de primas en lugar de los mismos; (d) todas las reclamaciones por incumplimiento en el suministro de períodos de descanso y compensación y/o pago de primas en lugar de los mismos; (e) todas las reclamaciones por el incumplimiento en el pago de salarios al momento de la separación del empleo; (f) todas las reclamaciones por declaraciones salariales no conformes; (g) denegación de igual salario por trabajo sustancialmente similar en violación de la Ley de Pago Justo de California; (h) todas las reclamaciones presentadas a través de la sección 17200 del Código de Negocios y Profesiones de California, y siguientes, que surjan de los quebrantos del Código Laboral a las que se hace referencia en la Demanda; y (k) todas las reclamaciones por quebrantos de las artículos 201, 202, 203, 204, 226, 226(a), 226.7, 510, 512, 1174, 1194, 1194.2, 1194.5, 1197, 1197.5, 1199.5, 246, 246.5, 551-553 del Código Laboral y las Secciones 11 y 12 de la Orden de Salario de IWC aplicable, así como reclamaciones alegadas en la carta PAGA del Demandante y/o Denuncia y que surja durante el Período de la Demanda Colectiva y/o PAGA (las "Reclamaciones Liberadas del Grupo").

Para el Grupo del Acuerdo PAGA, y, en la medida permitida por la ley, el Estado de California, la liberación incluye, todas las reclamaciones afirmadas en el Aviso PAGA y alegadas en la Demanda Operativa, por sanciones civiles PAGA de conformidad con los artículos 210, 226.3, 558, 1197.1 y 2699 del Código Laboral en base al Código Laboral durante el Período PAGA.

El Grupo del Acuerdo PAGA no podrá "Optar No Participar" de la Liberación de reclamos PAGA si el Juez finalmente aprueba los términos del Acuerdo de Resolución.

"Partes Exoneradas" significará y se referirá al Demandado, Steele Canyon Golf Club, Corporation y todos sus subsidiarios, asociados, predecesores, sucesores y entidades relacionadas y sus respectivos oficiales, directores, empleados, fiduciarios, administradores, agentes y planes de prestaciones.

Se considerará que los Miembros de la Demanda que no opten por no participar han reconocido y acordado que sus reclamos de salarios y/o multas en la Demanda están en disputa, y que los pagos del Acuerdo constituyen el pago de todas las sumas supuestamente adeudadas a ellos. Se considerará que los Miembros de la Demanda han reconocido y aceptado que el artículo 206.5 del Código Laboral de California no se aplica a los pagos del Acuerdo. Dicho apartado dispone en lo pertinente lo siguiente:

"Un empleador no requerirá la ejecución de una liberación de una reclamación o derecho debido a salarios adeudados, o por vencer, o hecho como un anticipo de los salarios a devengar, a menos que se haya hecho el pago de esos salarios."

VI. ¿CUÁLES SON SUS OPCIONES?

No Hacer Nada y Recibir su Parte del Acuerdo

Se le incluye automáticamente como Participante de la Demanda y recibirá un pago del acuerdo y no tendrá que tomar ninguna medida adicional para recibir su pago de resolución. Es responsabilidad de todos los Miembros de la Demanda asegurarse de que el Administrador del Acuerdo tenga su dirección actual en el archivo, o es posible que no reciba información importante o un pago de la resolución. El monto estimado de su pago de resolución, si no hace nada, se incluye en el Formulario de Participación en el Acuerdo de Resolución.

B. Optar por no participar y ser excluido de la Demanda Colectiva y del Acuerdo, excepto para el Componente PAGA del Acuerdo

Si **no desea** participar en el Acuerdo, puede excluirse (es decir, optar por no participar) enviando al Administrador del Acuerdo una carta o postal con sello postal a más tardar el [insertar fecha], con su nombre, dirección, número de teléfono y firma. La carta o postal que solicita una exclusión voluntaria debe indicar algo en el sentido como:

"DESEO SER EXCLUIDO DEL GRUPO EN LA DEMANDA COLECTIVA GERARDO AYALA V. STEELE CANYON GOLF CLUB. ENTIENDO QUE SI SOLICITO SER EXCLUIDO DEL GRUPO EN LA DEMANDA COLECTIVA, NO RECIBIRÉ NINGÚN DÍNERO DE LA RESOLUCION DE ESTA DEMANDA Y NO LIBERARÉ NINGUNA RECLAMACIÓN QUE PUEDA TENER"

Envíe el formulario de solicitud de exclusión voluntaria o la carta/tarjeta directamente al Administrador del Acuerdo a la siguiente dirección a más tardar **el [insertar fecha opt-out]**:

[insertar dirección]

Los Miembros de la Demanda que trabajaron durante el período PAGA no tienen derecho a optar por no participar, objetar o excluirse de la parte PAGA del Acuerdo y estarán cubiertos por la liberación de reclamos por sanciones civiles bajo el PAGA resumido en la sección V, anterior.

Un Miembro del Grupo, que no sea un Miembro del Grupo que trabajó durante el Período PAGA, que presente un formulario de solicitud de exclusión voluntaria oportuna, o una carta/tarjeta para ser excluido del Acuerdo de Demanda Colectiva, una vez recibido, ya no será un Miembro del Grupo, se le prohibirá participar en cualquier parte del Acuerdo. Un Miembro del Grupo que trabajó durante el Período PAGA y que presenta una solicitud de exclusión voluntaria oportuna, o una carta o postal para ser excluido del Acuerdo de Demanda Colectiva, aún recibirá su parte proporcional del Pago PAGA. Si desea la confirmación de la recepción de su exclusión voluntaria, envíela por correo certificado de los EE. UU., con acuse de recibo y/o póngase en contacto con el Administrador del Acuerdo.

C. Objeción a la Resolución

También tiene derecho a objetar los términos de la Resolución. El juez considerará todas y cada una de las objeciones presentadas hasta la Audiencia de Aprobación Final. No obstante, si el Juez rechaza su objeción, seguirá sujeto a los términos del Acuerdo. Si desea objetar a la Resolución de Demanda Colectiva, debe presentar una objeción por escrito al Administrador del Acuerdo, [Insertar DIRECCION], a más tardar el [Insertar fecha límite]. Solo los Participantes de la Demanda pueden objetar a la Resolución. La objeción debe incluir el nombre y el número del caso y solo debe proporcionar una declaración concisa que explique por qué se opone. Los miembros del Grupo pueden protestar compareciendo en la Audiencia de Aprobación Final compareciendo en persona o a través de un Abogado. Si también desea comparecer en la Audiencia de Aprobación Final y Equidad, en persona o a través de un abogado, no necesita presentar un aviso de intención de comparecer al mismo tiempo que se presenta la objeción. El Juez considerará cualquier objeción en la aprobación final.

Si protesta el Acuerdo, seguirá siendo Miembro del Grupo, y si el Juez aprueba el Acuerdo, estará sujeto a los términos del Acuerdo de la misma manera que los Miembros del Grupo que no se oponen.

Si solicita no participar y objetar, entonces su decisión de excluirse será gobernante.

D. Su derecho a comparecer en la audiencia de aprobación final y equidad a través de un abogado o en persona

Si decide objetar el Acuerdo de Resolución, también puede comparecer en la Audiencia de Aprobación Final programada para [Insertar FECHA] a las [Insertar hora] a/pm en el Departamento CX102 del Tribunal Superior de California, Condado de Orange, ubicado en 751 W. Santa Ana Blvd., Santa Ana, California 92701. Puede encontrar la Audiencia de Aprobación Final en el calendario en línea del Tribunal: <https://ocjustice.occourts.org/courtcalendars-pub/search.do#formAnchor>. Tiene derecho a comparecer en persona o a través de su propio abogado en esta audiencia. Todas las objeciones u otra correspondencia deben indicar el nombre y número del caso, que es *Gerardo Ayala v. Steele Canyon Golf Club*, Caso No. 30-2021-01195684-CU-WT-CJC.

VII. ACTUALIZACIÓN PARA SU CAMBIO DE DIRECCIÓN

Si se muda después de recibir este Aviso o si se equivocó, complete la parte de Cambio de dirección del Formulario y envíelo por correo al Administrador del Acuerdo, XX, Inc. a [REDACTED], tan pronto como sea posible. **ESTO ES IMPORTANTE PARA QUE LOS AVISOS FUTUROS Y/O EL PAGO DE RESOLUCIÓN LE LLEGUEN.**

VIII. SI NO SE APRUEBA LA ESTIPULACIÓN CONJUNTA DE ACUERDO DE DEMANDA COLECTIVA Y LIBERACIÓN

Si el Acuerdo de Demanda Colectiva y PAGA no son aprobados por el Juez, o si alguna de sus condiciones no se cumple, el Acuerdo será anulado, no se pagará ningún dinero y el caso volverá a litigar. Si eso sucede, no hay garantía: (1) de que la Demanda Colectiva será certificada; (2) que cualquier decisión en el juicio sería a favor de los Miembros del Grupo; (3) que una decisión de juicio, si la hubiera, sería tan favorable para los Miembros del Grupo como este acuerdo; o (4) que cualquier decisión de juicio favorable sería confirmada si se presentara una apelación.

IX. ¿TIENE PREGUNTAS O COMENTARIOS?

Este Aviso de Acuerdo de Demanda Colectiva propuesto es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del acuerdo, puede revisar el "Acuerdo de Resolución" detallado que se encuentra en los archivos del Secretario del Tribunal. El archivo del caso se puede ver en línea en el sitio web del tribunal en <https://ocjustice.occourts.org/civilwebShoppingNS/Search.do#searchAnchor> y buscando por número de caso. Además, los documentos clave de la resolución, incluida la reclamación operativa, el acuerdo de resolución y sus modificaciones, y la orden judicial de aprobación preliminar pueden verse en el sitio web establecido por el Administrador de la Liquidación en [http://www.\[REDACTED\]](http://www.[REDACTED])

POR FAVOR, NO LLAME NI SE PONGA EN CONTACTO CON EL JUEZ. Si tiene alguna pregunta sobre el acuerdo, puede comunicarse con el Administrador del Acuerdo en: [REDACTED] o por correo electrónico a [REDACTED]. También puede comunicarse con los Abogados de la Demanda Colectiva usando las direcciones o números de teléfono que se indican a continuación.

LOS ABOGADOS QUE REPRESENTAN A LOS MIEMBROS DEL GRUPO SON:

DESPACHOS DE ABOGADOS DE FARRAH MIRABEL
Farrah Mirabel (SBN 162933)
fmescq@fmirabel.com
1070 Stradella Road
Los Ángeles, California 90077
Teléfono: (714) 747-4447
Fax: (949) 417-1796

EMPLOYMENT RIGHTS LAW GROUP (GRUPO JURÍDICO DE DERECHOS
LABORALES), APC
Amir Seyedfarshi, Esq.
amir@employmentrightslawgroup.com

1180 South Beverly Drive, Suite 610
Los Angeles, California 90035
Teléfono: (424) 777-0964

DECLARATION AND CERTIFICATION

I, Gabriela Sosa, declare that I am a (Insert Name of Person Translating)

(Check one)

- (X) CERTIFIED/REGISTERED COURT INTERPRETER as described in GC 68561
- () AN ACCREDITED TRANSLATOR REGISTERED WITH THE AMERICAN TRANSLATORS

I am certified/registered to interpret and translate from the English language to the Spanish language.

My Certification/Registration Number(s) is/are:
301087

I further declare that I have translated the attached document from the English language to the Spanish language.

I declare to the best of my abilities and belief, that this is a true and accurate translation of the

English language text of Ayala v Steele Canyon Revised Class Notice and Share Form

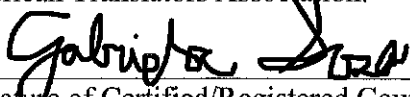
SPECIFIC DESCRIPTION OF DOCUMENT CLASS ACTION SETTLEMENT SHARE FORM

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

This declaration signed this 4th day of November 2022 in San Diego, California.

Gabriela Sosa Print name of Certified/Registered Court Interpreter of Accredited Translator registered with the

American Translators Association.



Signature of Certified/Registered Court Interpreter or Accredited Translator registered with the American Translators Association

NOTE: The signature of the Certified/Registered Court Interpreter or Accredited Translator registered with the American Translators Association must be acknowledged by a notary public.

EXHIBIT 3

CLASS ACTION AND PAGA SETTLEMENT SHARE FORM

Gerardo Ayala v. Steele Canyon Golf Club Corporation, a California Corporation

**Case No. 30-2021-01195684-CU-WT-CJC
SUPERIOR COURT OF THE STATE OF CALIFORNIA**

FOR THE COUNTY OF ORANGE

The proposed class action and PAGA settlement agreement (the "Settlement") described in the accompanying *Notice of Proposed Class Action and PAGA Action Settlement* resolves disputed claims against Defendant Steele Canyon Golf Club Corporation ("Defendant") arising out of its compensation practices during the period from April 15, 2017, through May 30, 2022 (the "Class Period") as applied to all hourly non-exempt individuals who are or were employed by Defendant in California at any point during the Class Period ("Class Members"). The PAGA Class is defined as *All individuals who worked for Defendant Steele Canyon Golf Club Corporation in California as non-exempt employees during the period from March 25, 2020 through May 30, 2022.* ("PAGA Class members").

There are two categories of the employees for the purpose of this settlement: 1) The employees who worked as Greenskeepers and 2) the employees who did not work as a Greenkeeper. The settlement amount will be divided as follows: the Greenskeepers will receive three points per each workweek; The rest of the employees will receive one point per workweek.

Some of the claims alleged in the Complaint only apply to Greenskeepers; for example, they were the only group of employees whose time records were rounded by the payroll system, and they had different meal and rest period procedures, which Plaintiff alleges were unlawful. Therefore, Greenskeepers receive a settlement share that is three times more than a non-Greenskeeper for every workweek worked during the class period.

You are receiving this form because you are believed to be a Class Member. **According to Defendant's records, you worked _____ workweeks for Defendant during the Class Period as Greenskeeper / non-Greenskeeper Accordingly, your share of the Settlement is currently estimated to be \$ _____,** which is an estimate of your allocated portion the Net Settlement Amount, as that term is defined in the accompanying *Notice of Proposed Class Action and PAGA 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 worked _____ pay periods for Defendant during the PAGA period. **Your share of PAGA Settlement, will be _____.**

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 is incorrect and wish to dispute it, please contact the Settlement Administrator no later than **[Response Deadline]** at:

CPT Group Inc.
EMAIL
PHONE
ADDRESS

The Parties and Settlement Administrator will promptly evaluate the evidence submitted and discuss in

good faith how many workweeks should be credited. The Settlement Administrator will make the final decision as to how many Work Weeks are credited, and report the outcome to the Class Participant, however, the Court shall have the right to review any decision made by the Settlement Administrator regarding a claim dispute.

Any disputes, along with supporting documentation, if any, must be postmarked no later than **[Response Deadline]**.

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

FORMULARIO DE PARTICIPACIÓN EN EL RESOLUCIÓN DE DEMANDA COLECTIVA

Gerardo Ayala v. Steele Canyon Golf Club Corporation, una Corporación de California

**Caso No. 30-2021-01195684-CU-WT-CJC
TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA**

PARA EL CONDADO DE ORANGE

La demanda colectiva propuesta y el acuerdo de liquidación PAGA (el "Acuerdo") descrito en el *Aviso de Acuerdo de Demanda Colectiva y PAGA Propuesto*, que acompaña, resuelve los reclamos disputados contra el Demandado Steele Canyon Golf Club Corporation ("Demandado") que surgieron de sus prácticas de compensación durante el período comprendido entre el 15 de abril de 2017 y el 30 de mayo de 2022 (el "Período de la Demanda Colectiva"), para todo individuo, no exento, que trabajó por hora que es o fue empleado por el Demandado en California durante el Período de la Demanda Colectiva ("Miembros de la Demanda Colectiva"). El grupo PAGA se define *como todo individuo, que trabajó como empleado no exento para el Demandado Steele Canyon Golf Club Corporation en California durante el periodo entre el 25 de marzo del 2020 hasta el 30 de mayo del 2022.* ("Miembros del grupo PAGA").

Hay dos categorías de empleados para el propósito de este acuerdo: 1) Los empleados que trabajaron como Greenkeepers y 2) los empleados que no trabajaron como Greenkeeper. El monto de la liquidación se dividirá de la siguiente manera: los Greenskeepers recibirán tres puntos por cada semana laboral; el resto de los empleados recibirán un punto por semana laboral.

Algunas de las reclamaciones alegadas en la Demanda solo se aplican a los Greenskeepers; por ejemplo, fueron el único grupo de empleados cuyos registros de tiempo fueron redondeados por el sistema de nómina, y tenían diferentes procedimientos de períodos de comida y descanso, que el Demandante alega que fueron ilegales. Por lo tanto, los Greenskeepers reciben una parte del acuerdo que es tres veces más que un no Greenkeeper por cada semana de trabajo trabajada durante el período de la demanda colectiva.

Está recibiendo este formulario porque se cree que es un Miembro del Grupo. **De acuerdo con los registros del Demandado, usted trabajó _____ semanas laborales para el Demandado durante el Período de la Demanda Colectiva como Greenskeeper /no Greenkeeper. En consecuencia, su parte del Acuerdo se calcula actualmente en \$ _____**, que es una estimación de su porción asignada del Monto Neto del Acuerdo, tal como se define ese término en el *Aviso de Acuerdo de Demanda Colectiva propuesto* adjunto. Su parte estimada del Acuerdo puede aumentar según factores tales como, entre otros, el número de Miembros del Grupo que efectivamente se excluyen del Acuerdo. Usted trabajó _____ períodos de pago para el Demandado durante el período PAGA. **Su porción del Acuerdo PAGA será de _____.**

No necesita hacer nada para recibir dinero en virtud del Acuerdo.

Si cree que la información proporcionada anteriormente en cuanto al número de semanas laborales es incorrecta y desea disputarla, comuníquese con el Administrador del Acuerdo a más tardar el **[Fecha límite de respuesta]** en:

CPT Group Inc.
CORREO ELECTRÓNICO
TELÉFONO
DIRECCIÓN

Las Partes y el Administrador del Acuerdo evaluarán de inmediato las pruebas presentadas y discutirán de buena fe cuántas semanas de trabajo se le deben acreditar. El Administrador del Acuerdo tomará la decisión final sobre cuántas Semanas Laborales se acreditan, e informará el resultado al Participante de la Demanda, sin embargo, el Juez tendrá el derecho de revisar cualquier decisión tomada por el Administrador del Acuerdo con respecto a una disputa del reclamo.

Cualquier disputa, junto con la documentación de respaldo, debe tener un matasellos a más tardar el **[Fecha límite de respuesta]**.

No envíe los documentos originales; la documentación enviada al administrador del acuerdo no se devolverá ni conservará.

DECLARATION AND CERTIFICATION

I, Gabriela Sosa, declare that I am a (Insert Name of Person Translating)

(Check one)

- (X) CERTIFIED/REGISTERED COURT INTERPRETER as described in GC 68561
- () AN ACCREDITED TRANSLATOR REGISTERED WITH THE AMERICAN TRANSLATORS

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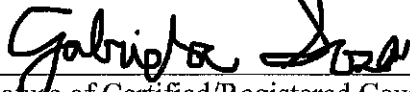
SPECIFIC DESCRIPTION OF DOCUMENT CLASS ACTION SETTLEMENT SHARE FORM

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

This declaration signed this 4th day of November 2022 in San Diego, California.

Gabriela Sosa Print name of Certified/Registered Court Interpreter of Accredited Translator registered with the

American Translators Association.



Signature of Certified/Registered Court Interpreter or Accredited Translator registered with the American Translators Association

NOTE: The signature of the Certified/Registered Court Interpreter or Accredited Translator registered with the American Translators Association must be acknowledged by a notary public.

EXHIBIT 4

OPT-OUT REQUEST FOR EXCLUSION FROM CLASS ACTION

GERARDO AYALA,

Plaintiff,

v.
STEELE CANYON GOLF CLUB
CORPORATION, a California Corporation;
DOVE CANYON GOLF CLUB, LLC, a
Limited Liability Company; and DOES 1 to
50, inclusive,

Defendants.

Case No. 30-2021-01195684-CU-WT-CJC

**OPT-OUT REQUEST FOR
EXCLUSION FROM CLASS ACTION
SETTLEMENT**

PLEASE READ CAREFULLY

SUBMIT THIS FORM NO LATER THAN [REDACTED], 2023 [60 days from mailing] ONLY IF YOU DO NOT WISH TO PARTICIPATE IN THIS SETTLEMENT. THIS OPT-OUT FORM SHOULD BE MAILED TO THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING ADDRESS ONLY IF YOU WISH NOT TO PARTICIPATE:

Ayala v. Steele Canyon Golf Club
c/o [REDACTED] Class Action Administrator
P.O. Box [REDACTED]
[Address]
[Number]

DO NOT SUBMIT THIS OPT-OUT FORM IF YOU WISH TO PARTICIPATE IN THIS SETTLEMENT. DO NOT FILE THIS OPT-OUT FORM WITH THE COURT.

I wish to be excluded from the Settlement Class in the Ayala v. Steele Canyon Golf Club lawsuit. I understand that by excluding myself from the class settlement, I will not receive any benefits under the class settlement. I understand that even if I exclude myself from the class settlement, if I worked for Steele Canyon Golf Club between March 25, 2020 through May 30, 2022 (PAGA Period), I will be part of the PAGA settlement and will receive a pro rata portion of the PAGA Payment, and will bound by the release of claims for civil penalties under the PAGA.

Signature

Date

Print Name

Address

City, State, Zip Code

Telephone Number

SOLICITUD DE EXCLUSIÓN VOLUNTARIA DE LA DEMANDA COLECTIVA

GERARDO AYALA,

Demandante,

v.

STEELE CANYON GOLF CLUB
CORPORATION, una Corporación de
California; DOVE CANYON GOLF CLUB,
LLC, una Compañía de Responsabilidad
Limitada; y DESCONOCIDOS de 1 a 50,
incluidos,

Demandados.

Caso No. 30-2021-01195684-CU-WT-CJC

**SOLICITUD DE EXCLUSIÓN
VOLUNTARIA DE LA DEMANDA
COLECTIVA**

POR FAVOR LEA CON CUIDADO

**ENVÍE ESTE FORMULARIO A MÁS TARDAR EL [REDACTED] 2023 [60 días desde el envío] SOLO SI NO
DESEA PARTICIPAR EN ESTE ACUERDO. ESTE FORMULARIO DE EXCLUSIÓN VOLUNTARIA
DEBE ENVIARSE POR CORREO AL ADMINISTRADOR DEL ACUERDO A LA SIGUIENTE
DIRECCIÓN SOLO SI NO DESEA PARTICIPAR:**

Ayala c. Steele Canyon Golf Club
c/o [REDACTED] del Administrador de la Demanda Colectiva
Apartado Postal [REDACTED]
Dirección [REDACTED]
Número [REDACTED]

**NO ENVÍE ESTE FORMULARIO DE EXCLUSIÓN VOLUNTARIA SI DESEA PARTICIPAR EN ESTE
ACUERDO. NO PRESENTE ESTE FORMULARIO DE EXCLUSIÓN VOLUNTARIA ANTE EL
TRIBUNAL.**

Deseo ser excluido del Grupo de la Demanda Colectiva en la demanda Ayala v. Steele Canyon Golf Club.

**Entiendo que, al excluirme del acuerdo de la resolución de la demanda colectiva, no recibiré ninguna
prestación en virtud del acuerdo de la demanda colectiva. Entiendo que incluso si me excluyo del acuerdo
de demanda colectiva, si trabajé para Steele Canyon Golf Club entre el 25 de marzo de 2020 y el 30 de
mayo de 2022 (Período PAGA), seré parte del acuerdo PAGA y recibiré una parte proporcional del Pago
PAGA, y quedaré vinculado a la liberación de reclamos de sanciones civiles bajo PAGA.**

Fecha

Firma

Nombre en letra de imprenta

Dirección

Ciudad, Estado, Código Postal

Número de Teléfono

DECLARATION AND CERTIFICATION

I, Gabriela Sosa, declare that I am a (Insert Name of Person Translating)

(Check one)

- (X) CERTIFIED/REGISTERED COURT INTERPRETER as described in GC 68561
- () AN ACCREDITED TRANSLATOR REGISTERED WITH THE AMERICAN TRANSLATORS

I am certified/registered to interpret and translate from the English language to the Spanish language.

My Certification/Registration Number(s) is/are:
301087

I further declare that I have translated the attached document from the English language to the Spanish language.

I declare to the best of my abilities and belief, that this is a true and accurate translation of the

English language text of 2022 08 22 - Ayala v. Steele - Opt Out Request Form (Insert title of document)

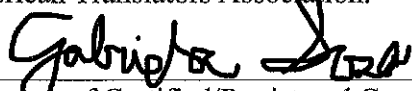
SPECIFIC DESCRIPTION OF DOCUMENT 2022 08 22 - Ayala v. Steele - Opt Out Request Form_SP

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

This declaration signed this 23 day of August,
2022 in San Diego, California.

Gabriela Sosa Print name of Certified/Registered Court Interpreter of Accredited Translator registered with the

American Translators Association.



Signature of Certified/Registered Court Interpreter or Accredited Translator registered with the American Translators Association

NOTE: The signature of the Certified/Registered Court Interpreter or Accredited Translator registered with the American Translators Association must be acknowledged by a notary public.