

**SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES, SPRING
STREET COURTHOUSE**

If you were a non-exempt employee employed by Alfred Club, Inc. in California at any time between December 11, 2015 through October 15, 2020, a class action settlement may affect your rights.

ATTN: «FullName»

A court authorized this notice. This is not a solicitation from a lawyer.

- The Parties in the action entitled *Robert Martinez, et. al. v. Alfred Club, Inc.*, Los Angeles Superior Court Case No. 19STCV44314, have reached a settlement and it has been granted Preliminary Approval by the Court supervising the lawsuit.
- The proposed Settlement will resolve all claims in the lawsuit. The Court has ordered that this Notice be sent to you because you may be a member of the Settlement Class.
- The purpose of this Notice is to inform you of the Settlement of the class action and your legal rights and options under the Settlement:

Your Legal Rights and Options in this Settlement

DO NOTHING	<p>Receive an Individual Settlement Payment.</p> <p>If you do not exclude yourself from the Settlement, you will receive an Individual Settlement Payment automatically after final judicial approval of the Settlement Agreement. You will give up any right to sue Alfred Club, Inc. (“Alfred Club”) separately about the same and/or similar legal claims at issue in this lawsuit (see page 4-5, number 7). If you are a current Alfred Club non-exempt employee, your decision as to whether or not to participate in the Settlement will not affect your employment with Alfred Club.</p>
MAIL-IN A WRITTEN EXCLUSION REQUEST	<p>Exclude yourself from the settlement and get no payment.</p> <p>If you want to opt-out of the Settlement, mail a signed written exclusion request to the Claims Administrator that is postmarked no later than <u>June 7, 2021</u>. To opt-out, your written statement must include your name (and former names, if any), current address, telephone number, last four digits of your social security number and signature, and must substantially state the following: <i>“I received the Class Notice and I wish to opt out of the settlement in the case entitled Robert Martinez v. Alfred Club, Inc.”</i> Opt-out requests that do not include all required information, or that are not timely submitted, will be disregarded. If you submit a valid and timely opt-out request, you will not be able to participate in the Settlement and will not be bound by either the Settlement or the Judgment.</p>
OBJECT	<p>If you participate in the Settlement, you may also object to the Settlement if you wish. To object, you must submit a written objection that includes your name, current address, last four digits of your social security number, dates of employment, the basis for any objection, any plans to address the Court at the Settlement Fairness Hearing, and a description of any legal briefs, papers or memoranda you propose to submit to the Court, to the Claims Administrator that is postmarked no later than <u>June 7, 2021</u>.</p>

BASIC INFORMATION

1. Why did I get this notice?

You have received this notice because Alfred Club's company records indicate that you worked for Alfred Club as a non-exempt employee in California between the Class Period of December 11, 2015 through October 15, 2020 (a "Settlement Class Member"). The purpose of this notice is to advise you of the Settlement and your legal rights and options in this Settlement.

2. What is this lawsuit about?

Plaintiffs Robert Martinez and Maiku Braxton (hereinafter referred to as "Plaintiffs") claim in the lawsuit that Alfred Club failed to pay straight and overtime wages, failed to provide meal and rest periods, failed to provide accurate itemized wage statements, failed to timely pay waiting time penalties and final wages, failed to reimburse business expenses and associated penalties. Based thereon, Plaintiffs also included claims under California's Business and Professions Code and claims for penalties pursuant to the Private Attorneys General Act of 2004. Alfred Club denies all of these allegations and asserts that it has fully complied with all of its legal obligations. Both Plaintiffs and Alfred Club believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the members of the Settlement Class.

3. What is a class action and who is involved?

In a class action, one or more people sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The persons who filed the lawsuit are called Plaintiffs. The company Plaintiffs have sued (in this case Alfred Club) is called the Defendant. The court resolves the issues for everyone in the Class except for those people who choose to exclude themselves from the Class. On March 25, 2021, Judge Ann I. Jones of Los Angeles Superior Court, the judge assigned in this lawsuit, issued an order preliminarily certifying the Settlement Class.

4. Has the Court decided who is right?

The Court has made no ruling on the merits of the members of the Settlement Class's claims and has determined only that certification of the Settlement Class for Settlement purposes is appropriate under California law.

THE SETTLEMENT

5. Why is there a settlement?

Both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Alfred Club denies all of the claims in the lawsuit. The Class Representatives and their attorneys believe the Settlement is in the best interests of all Settlement Class Members.

6. What does the Settlement provide?

Under the terms of the Settlement, Alfred Club agrees to pay a Maximum Settlement Amount of \$300,000. Deducted from this amount will be sums approved by the court for attorneys' fees in the lawsuit not to exceed one third of the Maximum Settlement Amount, which is approximately \$99,000.00, reasonable costs incurred by Class Counsel in the lawsuit not to exceed \$15,000, an incentive award to Plaintiffs for their services as the Class Representatives not to exceed \$5,000.00 each, payment to the State of California Labor and Workforce Development Agency ("LWDA") of \$18,750.00 (75% of \$25,000.00) for alleged penalties and \$6,250 (25% of \$25,000) to be distributed to participating class members, and the fees and expenses of the Claims Administrator in an amount not to exceed \$10,000. The cash amount left ("the Remainder") is available to pay Settlement Class Members who do not opt-out of the Settlement.

For each employee who does not opt-out of the Settlement, the Claims Administrator will calculate the payment as follows: First, the Claims Administrator shall reduce the Settlement Amount of \$300,000.00 by deducting (a) all attorneys' fees, costs and expenses of litigation approved by the Court and awarded to Class Counsel, (b) payment to the LWDA, (c) the enhanced payment for Plaintiffs approved by the Court and awarded to Plaintiffs, and (d) the sum to be paid to the Claims Administrator associated with claims administration expenses. Then, each Settlement Class Member's Share will be based on a ratio of his/her individual workweeks worked during the Class Period to the total workweeks worked by all Settlement Class Members who do not request exclusion. The individual settlement payment to each Settlement Class Member will be calculated by dividing the Settlement Class Member's individual workweeks by the total workweeks of all Settlement Class Members and multiplying by the Maximum Settlement Amount that remains after all deductions, (a) through (d) listed above, have been made. The amount you receive will depend on the number of valid exclusion requests submitted, and may be larger or smaller depending on how many valid opt-out requests are submitted.

Alfred Club's records indicate that the total number of workweeks during which you worked as a non-exempt employee in California during the Class Period is «Workweeks»

Based on the foregoing formula, your proportionate share of the Settlement is approximately: «TotalAmount»

If you disagree with the earnings information reflected on this notice, you may state the basis of your disagreement and submit documentation supporting your position by no later than June 7, 2021, to the Claims Administrator at the following address: Alfred Club Settlement, c/o CPT Group, 50 Corporate Park, Irvine, CA 92606. Please be advised that the workweek information listed above is presumed to be correct unless the documents you submit prove otherwise. Any decision by the Claims Administrator with regard to the disputes as to your workweeks shall be final.

The Class Member Allocation Amounts shall be classified as 20% wages and 40% penalties and 40% interest. The Claims Administrator shall calculate and deduct from those amounts the employee's share of tax and other required withholdings, and then will pay the resulting amount

to Settlement Class Members who do not exclude themselves from the Settlement. Nothing in this Notice or the Settlement is intended to be tax advice. Settlement Class Members are directed to consult with their own tax advisors concerning the tax consequences of the payments they receive.

7. What am I giving up in exchange for the settlement benefits?

If approved by the Court, the proposed Settlement Agreement will be binding on all Settlement Class Members who do not timely opt out of the settlement. If you do not opt out of the settlement and the settlement is given final approval, you will release the right to assert all settled claims as described herein below. The “Released Parties” mean: Alfred Club and its successors in interest, past, present, or future parents, subsidiaries and affiliated corporations, and their past, present, or future officers, directors, shareholders, employees, agents, principals, heirs, joint employers, representatives, accountants, auditors, attorneys, consultants, insurers, and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents, and each of their company-sponsored employee benefit plans, and all of their respective officers, directors, employees, administrators, fiduciaries, trustees, and agents.

By agreeing to be part of the Settlement, you are agreeing to release the following claims you have against the Released Parties, including:

Any and all claims, rights, demands, damages, liabilities and causes of action, whether known or unknown, contingent or vested, in law or in equity, arising at any time during the Settlement Period for unpaid wages or other compensation, and/or related penalties, interest, costs, attorneys’ fees, and/or injunctive or other equitable remedies, allegedly owed or available, against Defendant and its respective former, current and future parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns, arising out of allegations and operative facts asserted in the operative complaint, including: (1) failure to pay straight and overtime compensation in violation of Labor Code; (2) failure to provide meal periods; (3) failure to provide itemized wage statements; (4) failure to keep accurate payroll records; (5) all related claims for Unfair Competition or Business Practices under California’s Business and Professions Code or similar laws related to the alleged claims; (6) failure to pay waiting time penalties; (7) failure to pay wages upon termination pursuant to Labor Code sections 201 and 202; (8) failure to pay wages upon termination pursuant to Labor Code section 1174(d); (9) failure to reimburse business expenses; (10) failure to authorize and permit rest breaks; and (11) all claims for penalties pursuant to the California Labor Code and/or the Private Attorneys General Act of 2004 arising out of the alleged claims. The release shall include release of California Labor Code, sections 201, 202, 203, 204, 218.5, 218.6, 221, 223, 226, 226.7, 323, 450, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1198, 1199, 2800, 2802, 2698 *et seq.*, California Business & Professions Code section 17200 *et seq.* based on the alleged labor code sections, the relevant Wage Orders issued by the Industrial Welfare Commission, any and all claims for attorneys’ fees and costs, and/or California Code of Civil Procedure section 1021 arising therefrom.

Additionally, any Participating Class Member who cashes his or her settlement check (and, in so doing, becomes an FLSA Settlement Class Member) will be deemed to have opted into the action

for purposes of the Fair Labor Standards Act and, as to those FLSA Settlement Class Members, the Released Claims include any and all claims the FLSA Settlement Class Members may have under the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. arising during the Settlement Period relating to the alleged claims. Only those Participating Class Members who cash their settlement check will be deemed to have opted into the action for purposes of the Fair Labor Standards Act and thereby released and waived any of their claims under the Fair Labor Standards Act relating to the alleged claims. The back of the check issued to each putative class member shall contain language that by endorsing/signing the check, the putative class member is opting in and releasing any claims under the FLSA arising during the Settlement Period.

If you do not cash your check within 180 days of issuance, your check will be void and the amount represented by the uncashed check plus interest on that sum at the legal rate of interest from the date of entry of the initial judgment will be paid over to the California State Controller's Office in your name. Additionally, even if you do not cash your check, you will be deemed to have waived irrevocably any right in or claim to your settlement share and will be bound by the terms of the settlement and the release, with the exception of the FLSA claim.

8. How do I get a payment?

If you received this notice by mail, you will receive an Individual Settlement Payment automatically if you do not exclude yourself from the Settlement.

9. When will I get my payment?

Individual Settlement Payments will be mailed to Settlement Class members who are eligible to receive benefits under the Settlement after the court approves the Settlement, and if there are any appeals, after time for appeals has ended and any appeals have been resolved.

WHO IS IN THE SETTLEMENT CLASS

10. Which current and former employees are included?

You are part of the Settlement Class if you worked as a non-exempt employee of Alfred Club in California at any time between December 11, 2015 to October 15, 2020.

11. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help by calling or writing to the Claims Administrator at the phone number or address listed in Question 15.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Settlement Class or opt-out of the Settlement Class by June 7, 2021.

12. What happens if I do nothing at all?

You don't have to do anything now if you want to receive a share of the money from this settlement between Alfred Club and the Plaintiffs. By doing nothing you stay in the Settlement Class and you keep the possibility of getting money that may come from this settlement, and you give up any rights to sue Alfred Club separately about the claims referenced in Section 7.

13. How do I ask the Court to exclude me from the Settlement Class?

Settlement Class members may exclude themselves ("opt-out") from the Settlement Class by submitting a signed written exclusion request to the Claims Administrator by mail to Alfred Club Settlement, c/o CPT Group, 50 Corporate Park, Irvine, CA 92606, on or before June 7, 2021. To opt-out, your written statement must include your name (and former names, if any), current address, telephone number, the last four digits of your social security number, and your signature, and must substantially state the following: *"I received the Class Notice and I wish to opt out of the settlement in the case entitled Robert Martinez v. Alfred Club, Inc."* Opt-out requests that do not include all required information, or that are not submitted timely, will be disregarded. Persons who submit valid and timely opt-out requests will not participate in the Settlement and will not be bound by either the Settlement or the Judgment.

14. What happens if I exclude myself from the Settlement?

If you exclude yourself now, you will not be bound by, and will not get anything from the Settlement. If you ask to be excluded, you will not get an Individual Settlement Payment, and you cannot object to the Settlement. But you may sue Alfred Club in the future asserting similar claims as referenced in Section 7, subject to any defenses that Alfred Club may assert.

15. What if I want to object to the Settlement?

If you are a Settlement Class member, believe that the Settlement should not be finally approved by the Court for any reason, and want the Court to consider your objection, then on or before June 7, 2021, you need to mail a written objection containing your name, address, and telephone number, social security number, dates of employment, the factual and legal basis of your objection, your signature, any plans to address the Court at the Settlement Fairness Hearing, and a description of any legal briefs, papers or memoranda you propose to submit to the Court, to the Claims Administrator at the address below. If you want to object and are represented by an attorney, the written objection shall include the name and address of your attorney. Settlement Class Members have a right to appear at the Settlement Fairness Hearing in order to have their objections heard by the Court.

Claims Administrator
Alfred Club Settlement
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Toll Free Number: 1-888-672-0816

DO NOT submit both an opt-out statement and an objection. If you submit both, the objection will be disregarded. All objections or other correspondence must state the name and number of the case.

16. What’s the difference between objecting and asking to be excluded?

Objecting is simply telling the court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. If your objection is overruled, you will be part of the Settlement, will release your claims, and will receive the payments.

Excluding yourself is telling the court that you do not want to be part of the Settlement Class. If you exclude yourself, you will have no basis to object because the Settlement will no longer affect you.

THE LAWYER REPRESENTING YOU

17. Do I have a lawyer in this case?

The Court decided that Haig B. Kazandjian Lawyers, APC is qualified to represent you and all Settlement Class Members. The law firm is called “Class Counsel.” If you have any questions regarding the case or this notice, or you want to communicate with the lawyers representing the Plaintiffs, you may contact them at:

COUNSEL FOR PLAINTIFFS:

Haig B. Kazandjian, Esq.
 Cathy Gonzalez, Esq.
 Haig B. Kazandjian, APC
 801 N. Brand Blvd, Suite 970
 Glendale, California 91203
 Tel: (818) 696-2306
 Fax: (818) 696-2307

18. Should I get my own lawyer?

If you do not opt-out of this settlement, you do not need to hire your own lawyer because Class Counsel will be working on your behalf. If you opt-out of the class and you start your own lawsuit against Alfred Club, you’ll have to hire and pay your own lawyer for that lawsuit, and you’ll have to prove your claims.

19. How will the costs and attorney’s fees for the lawsuit and the Settlement be paid?

Subject to court approval, Alfred Club agrees to pay up to \$99,000 in attorney’s fees, as well as reasonable costs in the amount of up to \$15,000 to Class Counsel. Subject to court approval, Alfred Club also agrees to pay the Class Representatives up to \$5,000 each as an enhancement fee for their participation in this lawsuit and for taking on the risk of litigation. The court may award

less than these amounts. Alfred Club shall pay the Claims Administrator's costs and fees associated with administering the Settlement in an amount up to \$10,000.

THE FAIRNESS HEARING

The judge will hold a hearing to decide whether to approve the Settlement.

20. When and where will the court decide whether to approve the settlement?

The court will hold a hearing at Superior Court of California for the County of Los Angeles, Spring Street Courthouse, located at 312 N. Spring St., Los Angeles, California 90012 in Department 11 on July 12, 2021, at 11:00 a.m. The hearing may be moved to a different location, date and/or time. Any change to the hearing location, date and/or time will be posted to the Claims Administrator's website located at www.cptgroupcaseinfo.com/alfredclubsettlement. At this hearing, the court will consider whether the Settlement is fair, reasonable, and adequate. If there are any objections, the judge will consider them. At this hearing, the court will also decide how much to pay Class Counsel and how much to pay Plaintiff as an enhancement fee.

You are not required to attend the hearing. If you agree to the settlement, you do not have to come to Court to talk about it. You have a right to attend the hearing, but you are not required to do so. You may also retain your own lawyer at your expense to attend on your behalf. If you would like to attend the Final Approval Hearing remotely, you will need to create an account with LA Court Connect and schedule a remote appearance. You may do so by visiting www.lacourt.org/lacc, clicking on the "Creating your Court ID (one time)" link under the "Litigants and Others" section, and following the prompts to create an account and schedule a remote audio or video appearance.

If you plan to attend the Final Approval Hearing in person (or plan to review court files in person), you should note the Court's current social distancing procedures as of October 13, 2020:

- All persons entering any courthouse or courtroom shall wear a face mask over their nose and mouth at all times within public areas of the courthouse or courtroom. Face masks with valves should not be used. Face shields may not be used without a face mask except as required by a physician. Children under the age of two (2) are exempt from the order.
- Persons with a medical condition, mental health condition, or disability that preclude them from wearing a face mask are exempt from this order. Nevertheless, they must take whatever protective measures their condition permits, such as wearing a face shield with a drape on the bottom edge as long as their medical condition allows it. Individuals with disabilities who seek an exemption from this order as a reasonable accommodation pursuant to the Americans with Disabilities Act or Rule 1.100 of the California Rules of Court, should contact the ADA liaison at the courthouse. A list of ADA liaisons is available at www.lacourt.org/ada/adahome.aspx. To reduce the risk of contagion, the matters of individuals exempted from wearing a mask may be scheduled when fewer people are present in court.

- Non-exempt individuals who decline or refuse to wear a face mask will be denied entry to the courthouse and/or courtroom.
- Individuals who remove their face masks after entering the courthouse or courtroom will be reminded to wear them. If they refuse, they may be denied services, may have their legal matters rescheduled, and/or will be asked to leave the courthouse or courtroom immediately. Persons who refuse to leave voluntarily will be escorted out of the courthouse and/or courtroom by Los Angeles Sheriff Department's personnel.
- Maintain at least six (6) feet of physical distance from all persons (except those within your household) at all times. Comply with social distance signage throughout the courthouse.
- Use hand sanitizer when entering the courthouse, practice good hand washing hygiene, and cover coughs and sneezes, preferably with a tissue.

The Court's social distancing procedures may change without further notice to the Class. You may visit the Court's website at www.lacourt.org to see if the Court has updated its social distancing procedures.

21. Address Change

If you move before settlement payments are made, or if the address on this notice is incorrect in any way, you must notify the Claims Administrator of your updated address to ensure your receipt of your share of the settlement funds.

GETTING MORE INFORMATION

This Notice only summarizes the lawsuit and other related matters. For more information, you may review the Court's files at the Civil Records of the Superior Court of California for the County of Los Angeles, Spring Street Courthouse located at 312 N. Spring St., Los Angeles, California 90012, during business hours of each business day. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting the Claims Administrator or Class Counsel, by visiting the Settlement Administrator website located at www.cptgroupcaseinfo.com/alfredclubsettlement, or by reviewing the Settlement Agreement and other documents filed in this matter online by entering the case number (19STCV44314) on the Court's website: <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>, and then clicking the link to access document images for the case. If you plan to review court records in person, please check the Court's website at www.lacourt.org to see if the Court has updated its social distancing procedures. Any questions regarding this Notice should be sent to the Claims Administrator or to Class Counsel. If your address changes or is different from the one on the envelope enclosing this Notice, please promptly notify CPT Group, Inc. Please note that your contact information was obtained for purposes of this Settlement only, by Order of the Court, and will not be utilized for any other purpose other than this pending Settlement. Counsel will use all reasonable means to protect your information.

22. Notice of Final Judgment

A notice of final judgment will be posted on the Claims Administrator's website at www.cptgroupcaseinfo.com/alfredclubsettlement if the Court approves the settlement at the Fairness Hearing.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES.