

## STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement” or “Settlement”) is reached by and between Plaintiffs Omar Gallo, Salvador Hernandez Jr., and Alex Navarrete (“Plaintiffs” or “Class Representatives”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Mulholland Tennis Club (“Defendant” or “Mulholland Tennis”), on the other hand. Plaintiffs and Defendant are referred to herein collectively as the “Parties.” Plaintiffs and the Settlement Class are represented by Paul K. Haines and Sean M. Blakely of Haines Law Group, APC (“Class Counsel”). Defendant is represented by Rafael G. Nendel-Flores and Monique Eginli of Clark Hill LLP.

On September 10, 2020, Plaintiff Gallo filed a Representative Action Complaint against Defendant in Los Angeles County Superior Court, in the matter titled *Omar Gallo v. Mulholland Tennis Club*, Case No. 20STCV34581 (the “Action” or “Lawsuit”) that sought civil penalties under the Private Attorneys General Act, Labor Code section 2698, *et seq.* (“PAGA”).

As a material term of this Settlement, the Parties agreed that Plaintiff Gallo would file a First Amended Class and Representative Action Complaint (“FAC”) to add Salvador Hernandez, Jr. and Alex Navarrete as named plaintiffs and class representatives, and add class-wide allegations against Defendant for: (1) failure to pay all overtime wages; (2) failure to pay all minimum wages; (3) failure provide all legally required meal periods; (4) failure to authorize and permit all legally required rest periods; (5) failure to furnish complete, accurate, itemized wage statements; (6) failure to timely pay all wages due or final wages due; and (7) unfair competition.

Given the uncertainty of litigation, Plaintiffs and Defendant wish to settle on behalf of the Settlement Class (defined below). Accordingly, Plaintiffs and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiffs and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees of Mulholland Tennis Club in California at any time from September 10, 2016 through May 1, 2022 (“Class Period”).

Defendant represents that there are 158 Settlement Class members within the Class Period.

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiffs.** As of the date that: (i) the Final Effective Date (as defined below) occurs and (ii) the settlement is fully funded, Plaintiffs and every member of the Settlement Class will fully release and discharge Defendant and any of Defendant’s past, present, and/or future, direct and/or indirect, officers, directors, employees, agents, principals,

representatives, fiduciaries, attorneys, accountants, auditors, consultants, partners, investors, shareholders, administrators, insurers and reinsurers, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, placement or contingent workforce companies, heirs, and/or any party that was named as defendants in the Action (collectively, the "Released Parties"), as follows:

- A. **Release by Settlement Class members.** Settlement Class members (except those who opt-out) shall release all claims alleged in the operative Complaint, or which could have been alleged based on the facts alleged in the operative Complaint, arising from their employment with Defendant during the Class Period, including claims for: (1) minimum wage violations; (2) overtime violations; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; (7) unfair business practices; and (8) associated civil and statutory penalties under Labor Code section 2699, *et seq.*, including but not limited to alleged violations of California Labor Code sections 201-203, 204, 210, 216, 226, 226.2, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, relevant Industrial Welfare Commission Wage Order(s), and Business and Professions Code section 17200, *et seq.*, as well as claims for interest, costs, attorneys' fees, compensatory damages, and all claims for restitution and other equitable relief, injunctive relief, liquidated damages, and any other remedies owed or available under the law ("Class Member Released Claims").
- B. **Release of PAGA Claims.** In addition, all Settlement Class members (regardless of whether they opt out) who worked for Defendant at any time from July 2, 2019 through the end of the Class Period (the "PAGA Period") shall release Defendant from all claims for civil penalties under PAGA based on the above-mentioned violations, arising from their employment with Defendant during the PAGA Period (the "PAGA Released Claims").
- C. **Representative Plaintiffs' General Releases.** In light of Plaintiffs' Class Representative Service Awards, Plaintiffs have agreed to release, as individuals and in addition to the Class Member Released Claims and PAGA Released Claims described above, all claims, whether known or unknown, under federal law or state law, against the Released Parties, arising from his employment with Defendant, through the date this Settlement Agreement is signed by Plaintiffs ("Plaintiffs' Released Claims"). The Parties understand and agree that Plaintiffs are not, by way of this release, releasing any workers' compensation claims nor any other claims which cannot be released as a matter of law. Plaintiffs understand that this release includes unknown claims and that Plaintiffs are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

3. **Settlement Fund.** As consideration, Defendant agrees to pay a non-reversionary gross settlement amount (“Settlement Fund”) of Two Hundred Thirty Thousand Dollars and Zero Cents (\$230,000.00) in full and complete settlement of the Lawsuit, as follows:
- A. The Parties have agreed to engage Phoenix Settlement Administrators as the “Settlement Administrator” to administer this Settlement.
  - B. The term “Final” and “Final Effective Date” means: (i) that the Settlement Agreement has received Final Approval by the Court and there were no timely objections or intervener requests filed, or that any timely objections and/or interveners have been withdrawn; or (ii) in the event that one or more timely objections or interventions has/have been filed and not withdrawn, then upon the passage of the applicable date for an objector or intervener to seek appellate review of the Court’s order of Final Approval, without a timely appeal having been filed; or (iii) in the event that a timely appeal of the Court’s order of Final Approval has been filed, then the Settlement Agreement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the Court’s Final Approval order without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such appeal has been either dismissed or withdrawn by the appellant.
  - C. Defendant shall deposit the Settlement Fund with the Settlement Administrator within 30 calendar days of the Final Effective Date.
  - D. This is a non-reversionary settlement. The Settlement Fund includes:
    - (1) All payments (including interest) to the Settlement Class;
    - (2) All costs of the Settlement Administrator which are anticipated to be no greater than Eight Thousand Dollars and Zero Cents (\$8,000.00);
    - (3) Up to Five Thousand Dollars and Zero Cents (\$5,000.00) to each Plaintiff, for a total of Fifteen Thousand Dollars and Zero Cents (\$15,000.00), for Plaintiffs’ Class Representative Service Awards, in recognition of Plaintiffs’ contributions to the Action and Plaintiffs’ services to the Settlement Class;
    - (4) Up to one-third of the Settlement Fund in Class Counsel’s attorneys’ fees (currently estimated to be \$76,666.66), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00); and
    - (5) Ten Thousand Dollars and Zero Cents (\$10,000.00) of the Settlement Fund has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), will be payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining 25%, Two Thousand

Five Hundred Dollars and Zero Cents (\$2,500.00), will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

Defendant will not oppose the reasonableness of these requests. Any reduction by the Court of these requests will revert to the Settlement Class members who do not opt out.

- E. **Employer Payroll Taxes.** The Settlement Fund does not include employer-side payroll taxes, which shall be paid by Defendant separate from, and in addition to, the Settlement Fund. The employer-side taxes shall be deposited by Defendant with the Settlement Administrator by the date it deposits the Settlement Fund or within 5 Court days of receipt of the final approved calculations of the employer’s share of payroll taxes, whichever date is later.
- F. **Escalator Clause.** Defendant represents that there are approximately 10,200 workweeks worked during the Class Period. The Parties agree that this is a material term of the Settlement. If, at the time of preliminary approval, the actual number of workweeks has increased by 15% or more (i.e., if there are 11,730 or more workweeks), then Defendant agrees to increase the Settlement Fund on a proportional basis (e.g., if the actual number of workweeks were 20% greater than 10,200 workweeks, Defendant would agree to increase the Settlement Fund by 20%).

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment (“Individual Settlement”) from the Settlement. Individual Settlements will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Settlement Fund the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, the Class Representative Service Awards, the Settlement Administrator’s fees and expenses for administration, and the amount set aside as PAGA civil penalties. The remaining amount shall be known as the “Net Settlement Amount” or “NSA.” Settlement Awards will be the total of each Settlement Class member’s: (i) payment from NSA and (ii) payment, if any, from the PAGA Amount, as described below.
  - i. Payments from the Net Settlement Amount: The Settlement Administrator will calculate payments from the NSA based on each participating Settlement Class member’s proportionate Workweeks worked during the Class Period. Specifically, each participating Settlement Class member’s payment from the NSA will be calculated by multiplying the NSA by a fraction, the numerator of which is the participating Settlement Class member’s number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Period.

- ii. **Payments from the PAGA Amount:** In addition to the NSA, 25% of the amount set aside as PAGA civil penalties (i.e., \$2,500.00) has been set aside as the “PAGA Amount,” as mentioned above. The PAGA Amount shall be paid to all Settlement Class members (regardless of whether they opt-out) who worked for Defendant in California at any time during the PAGA Period, based on their proportional number of pay periods worked for Defendant during the PAGA Period (“Pay Periods”). Specifically, each Settlement Class member’s payment from the PAGA Amount will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s number of Pay Periods worked during the PAGA Period, and the denominator of which is the total Pay Periods worked by all Settlement Class members during the PAGA Period.
- B. **Calculation of Individual Settlements.** Within five (5) Court days of the Final Effective Date, the Settlement Administrator will calculate Individual Settlement amounts, as well as the amount of the employer’s share of payroll taxes due on the wage portion of the Individual Settlements, and provide the same to counsel for review and approval.
  - C. **Payment of Individual Settlements.** Within five (5) Court days of (i) the Final Effective Date occurring and (ii) Defendant’s deposit of the Settlement Fund and employer-side taxes, and after approval by counsel of the Settlement Award calculations, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant’s counsel. The Settlement Administrator shall pay the amounts approved by the Court for Class Counsel’s attorneys’ fees and costs, Plaintiffs’ Class Representative Service Awards, and PAGA payment to the LWDA at the same time it mails Individual Settlements to Settlement Class members.
  - D. For tax purposes, each Individual Settlement shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the Net Settlement Amount shall be allocated as 20% wages, 40% penalties, and 40% to pre-judgment interest. The Settlement Administrator will be responsible for issuing to Settlement Class members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties and interest). Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. Moreover, each Settlement Class member is responsible for the proper tax treatment of his/her Individual Settlement, and neither Plaintiffs, Defendant, nor their respective counsel are providing tax advice with respect to the proper tax treatment of Individual Settlements.

- E. Each member of the Settlement Class who receives an Individual Settlement must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks are not cashed within 180 days after mailing, shall escheat to the California State Controller's Office for deposit in the Unclaimed Property Fund, in the name of the Class member.
- F. Neither Plaintiffs nor Released Parties (nor their respective counsel) shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Settlement Fund, which is currently estimated to be \$76,666.66. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$25,000.00, from the Settlement Fund. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award approved by the Court.

6. **Class Representatives' Service Awards.** Defendant will not object to a request for a Class Representative Service Award to each Plaintiff of up to \$5,000.00 (totaling \$15,000.00), for Plaintiffs' time and risk in prosecuting this case and service to the Settlement Class. This award will be in addition to Plaintiffs' Settlement Awards as Settlement Class members, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiffs seeking approval to pay up to Eight Thousand Dollars and Zero Cents (\$8,000.00) for its services from the Settlement Fund. The Settlement Administrator shall be responsible for sending Notice Packets to the Settlement Class members, calculating Individual Settlements and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Settlement Fund only after Individual Settlements have been mailed to all participating Settlement Class members. The Settlement Administrator shall also give notice of final judgment by posting the final judgment to its website.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing Paul K. Haines and Sean M. Blakely of Haines Law Group, APC as Class Counsel;

- C. Appointing Plaintiffs Omar Gallo, Salvador Hernandez Jr., and Alex Navarrete as Class Representatives for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Estimated Individual Settlements), and directing the mailing of the same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) Court days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, dates of employment, and Workweek and Pay Period data (“Class Data”) for each Settlement Class member during the Class Period.
- B. Within ten (10) Court days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlements for each Settlement Class member, and receive approval from counsel of those calculations; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
  - i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must prepare and submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the

Settlement, except a Request for Exclusion not containing a Settlement Class member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement (except for any amount due to him or her from the PAGA Amount, if applicable) and will not be bound by the terms of the Settlement (except for the PAGA release, if applicable) or have any right to object, appeal or comment thereon.

- ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt out of the Settlement Class or encourage any Settlement Class member to appeal from the final judgment.

D. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by mailing a written objection to the Settlement Administrator (who shall serve all objections as received on Defendant's counsel and Class Counsel, who will file all such objections with the Court) within the Response Deadline. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are submitted within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any objection should be in writing and: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Objecting Settlement Class members may, but need not, appear at the Final Approval Hearing to argue their written objection. Settlement Class members may also appear at the final approval hearing to orally object, even if they have not submitted a written objection. Any attorney seeking to represent an objecting Settlement Class member at the Final Approval Hearing must submit a Notice of Appearance to the Court and serve it on all counsel, no later than the Response Deadline.

E. Notice of Estimated Individual Settlement / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement as well as the information that was used to calculate the Individual Settlement. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Estimated Individual Settlement, to provide documentation and/or an explanation to show contrary information. Any such



dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlements under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement shall be binding upon the Settlement Class member and the Parties.

- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. Settlement Class members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, Objection, or dispute. Notice Packets that are re-sent shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

10. **Right To Withdraw.** Notwithstanding any other provision of this Stipulation of Settlement, if more than three potential members of the Settlement Class submit timely and valid requests for exclusion (opt-outs) from the Settlement as outlined in 9.C above, Defendant shall have the option, in its sole and absolute discretion, to withdraw from this Settlement. Whereupon the Settlement shall be null and void for any and all purposes and may not be used or introduced in the action or any other proceeding. The Settlement Administrator shall notify Class Counsel and Counsel for Defendant of the number of timely opt-outs within five (5) business days after the expiration of the right of the Settlement Class members to opt-out of the Settlement. If Defendant elects to exercise its Right to Withdraw under this provision, Defendant will notify Class Counsel no later than five (5) business days after receiving notice of the number of requests for exclusion. If Defendant exercises its Right to Withdraw under this provision, then Defendant will be responsible for paying the Settlement Administrator any costs the Settlement Administrator incurred in connection with this Settlement through the date that Defendant notifies Class Counsel of its intent to exercise its Right to Withdraw.

11. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiffs' and Class Counsel's application for attorneys' fees and costs, Class Representative Service Awards, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769. Said judgment shall be posted on the website of the Settlement Administrator.

12. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or wrongdoing or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

13. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by counsel for all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiffs: Paul K. Haines of Haines Law Group, APC  
2155 Campus Drive, Suite 1550, El Segundo, CA 90245  
phaines@haineslawgroup.com

if to Defendant: Rafael Nendel-Flores of Clark Hill LLP  
555 South Flower Street, 24th Floor, Los Angeles, CA 90017  
rnendelflores@clarkhill.com

15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.


17. **Nondisclosure and Nonpublication.** Plaintiffs and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement,

its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein, and except to Plaintiffs' spouse or to their attorneys or tax preparers as necessary for those professionals to provide their professional services to Plaintiffs. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Lawsuit, and a general description of the Lawsuit, to a court in a declaration by Class Counsel. Class Counsel may also describe the case, but neither the amount of the settlement nor Defendant's identity, on their website.

18. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court may award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken based on an alleged violation of any material term of this Settlement Agreement.


DATED: 3/22/23

MULHOLLAND TENNIS CLUB

By:  3/22/23  
Name: Kimberley Walker  
Title: Chair, MTL Board of Directors

DATED: Feb 8, 2023

PLAINTIFF OMAR GALLO

By:   
Omar C Gallo, Sr (Feb 8, 2023 15:31 PST)  
Plaintiff and Settlement Class Representative

DATED:

PLAINTIFF SALVADOR HERNANDEZ, JR.

By: \_\_\_\_\_  
Plaintiff and Settlement Class Representative

DATED:

PLAINTIFF ALEX NAVARRETE

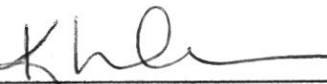
By: \_\_\_\_\_  
Plaintiff and Settlement Class Representative

its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein, and except to Plaintiffs' spouse or to their attorneys or tax preparers as necessary for those professionals to provide their professional services to Plaintiffs. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Lawsuit, and a general description of the Lawsuit, to a court in a declaration by Class Counsel. Class Counsel may also describe the case, but neither the amount of the settlement nor Defendant's identity, on their website.

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DATED: 3/22/23

MULHOLLAND TENNIS CLUB

By:  3/22/23  
Name: Kimberley Walker  
Title: Chair, Board of Directors.

DATED:

PLAINTIFF OMAR GALLO

By: \_\_\_\_\_  
Plaintiff and Settlement Class Representative

DATED: Feb 8, 2023

PLAINTIFF SALVADOR HERNANDEZ, JR.

By:   
Salvador Hernandez (Feb 8, 2023 15:14 PST)  
Plaintiff and Settlement Class Representative

DATED:

PLAINTIFF ALEX NAVARRETE

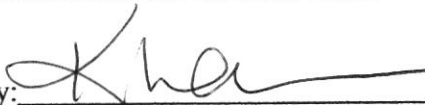
By: \_\_\_\_\_  
Plaintiff and Settlement Class Representative

its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein, and except to Plaintiffs' spouse or to their attorneys or tax preparers as necessary for those professionals to provide their professional services to Plaintiffs. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Lawsuit, and a general description of the Lawsuit, to a court in a declaration by Class Counsel. Class Counsel may also describe the case, but neither the amount of the settlement nor Defendant's identity, on their website.

18. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court may award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken based on an alleged violation of any material term of this Settlement Agreement.

DATED: 3/22/23

MULHOLLAND TENNIS CLUB

By:  3/22/23  
Name: Kimberley Walker  
Title: Chair, MITZ Board of Directors

DATED:

PLAINTIFF OMAR GALLO

By: \_\_\_\_\_  
Plaintiff and Settlement Class Representative

DATED:

PLAINTIFF SALVADOR HERNANDEZ, JR.

By: \_\_\_\_\_  
Plaintiff and Settlement Class Representative

DATED: Feb 8, 2023


PLAINTIFF ALEX NAVARRETE

By:   
Alejandro Navarrete (Feb 8, 2023 18:33 PST)  
Plaintiff and Settlement Class Representative

**APPROVED AS TO FORM:**


DATED: March 23, 2023

CLARK HILL LLP

By:   
\_\_\_\_\_  
Rafael Nendel-Flores  
Monique Eginli  
Attorneys for Defendant

DATED: 2/8/23

HAINES LAW GROUP, APC

By:   
\_\_\_\_\_  
Paul K. Haines  
Sean M. Blakely  
Attorneys for Plaintiffs