

<p>JACKSON STOVALL, on behalf of himself and all others similarly situated,</p> <p>Plaintiffs,</p> <p>vs.</p> <p>GOLFLAND ENTERTAINMENT CENTERS, INC. a California Corporation, and DOES 1 through 10, inclusive,</p> <p>Defendants.</p>	<p>CASE NO. 16CV299913</p> <p>[PROPOSED NOTICE OF CLASS ACTION SETTLEMENT]</p> <p>Action Filed: September 14, 2016 Trial Date: None Set</p>
--	---

To: Any and all current and former, non-exempt lifeguards employed by Golfland Entertainment Centers, Inc. in California, at any time between September 14, 2012 and May 1, 2017.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK REGARDING THIS MATTER.

YOU ARE RECEIVING THIS NOTICE BECAUSE GOLFLAND’S RECORDS INDICATE YOU MAY BE ENTITLED TO PARTICIPATE IN THIS CLASS ACTION SETTLEMENT.

THE FOLLOWING RECITATION DOES NOT CONSTITUTE THE FINDINGS OF THE COURT. IT SHOULD NOT BE UNDERSTOOD TO BE AN EXPRESSION OF THE COURT’S VIEWS ON THE MERITS OF ANY CLAIM OR DEFENSE RAISED BY THE PARTIES.

WHY IT IS IMPORTANT TO READ THIS NOTICE:

The Superior Court of the State of California in and for the County of Santa Clara (the “Court”) has granted preliminary approval to a proposed settlement (the “Settlement”) of a class action lawsuit regarding wage and hour claims of persons who were employed by Golfland as hourly, non-exempt lifeguards in California. Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

Golfland’s records show that you were employed by Golfland Entertainment Centers, Inc. in California as an hourly, non-exempt lifeguard in California, within the four years prior to the filing of the initial complaint in this action, September 14, 2012 to May 1, 2017. Therefore, you are a “Class Member” in this Lawsuit.

The purpose of this Notice is to provide you with a brief description of the class action lawsuit, what investigation of the claims has taken place, and, finally, to inform you of the terms of the proposed Settlement and to discuss your rights and options in connection with the lawsuit and the Settlement.

WHAT THE CASE IS ABOUT:

A former employee made a variety of claims against Golfland alleging that Golfland’s wage and hour practices violated California law.

The claims affect any and all current and former, non-exempt lifeguards employed by Golfland in California at any time within the four years prior to the filing of the initial complaint in this action, September 14, 2012 and through May 1, 2017. On behalf of himself and on behalf of other hourly, non-exempt lifeguards in California, Jackson Stovall (“Class Representative”) claims that Golfland failed to compensate for all hours worked, minimum wages, and overtime for hours spent training, failed to reimburse for business related expenses such as uniforms, failed to provide accurate payroll statements and maintain required records, and failed to pay all wages due upon termination or resignation. In bringing his claims against Golfland, the Class Representative sought to obtain, among other things, alleged unpaid wages and other civil penalties on behalf of other non-exempt, hourly lifeguards in California employed by Golfland.

Golfland denies each, every, and all of the allegations of the Complaint. Golfland maintains that it paid its lifeguard employees for all hours worked, did not fail to reimburse lifeguards, and did not violate California law. Furthermore, Golfland disputes Plaintiff's ability to certify a class in this lawsuit as each of Plaintiff's causes of action arise from very individualized and unique circumstances which would cause hundreds of individualized inquiries.

Although Golfland denies these allegations and denies that a class can be certified, it has chosen to resolve the matter based upon the terms and conditions set forth in the settlement agreement now before the Court for approval. The settlement agreement provides for the certification for settlement purposes only of current and former, non-exempt lifeguards employed by Golfland at any of its locations in California, at any time within the four years prior to the filing of the initial complaint in this action, September 14, 2012, and through May 1, 2017.

The terms of the settlement are set forth more fully in the next section, but generally Golfland has agreed to pay \$450,000.00 to resolve the claims should the Court grant final approval to the proposed Settlement.

THE SETTLEMENT OF THE CLAIMS:

On May 5, 2017, the parties participated in a full-day mediation in Sacramento before the highly-experienced, employment law mediator Jeff Winikow, and were able to reach a settlement. Before settling the case, a comprehensive evaluation of the claims occurred, including assessment of hundreds of pages of policy and personnel records. Based upon this thorough investigation, the Class Representative, on behalf of the Class, reached a voluntary settlement agreement with Golfland to resolve this matter.

The settlement agreement resolved the following disputed claims against Golfland: (1) failure to pay minimum and/or overtime wages; (2) failure to pay wages at the agreed rate; (3) improper deductions from wages; (4) failure to reimburse for business expenses and illegal uniform policy; (5) failure to pay compensation at the time of termination; (6) failure to provide accurate itemized wage statements; (7) failure to comply with unfair compensation law; and (9) claims under the Private Attorney General Act.

The Class Representative and Class Counsel believe the settlement is in the best interest of the Class. Through this Settlement, neither Golfland nor any of its employees has admitted any liability or wrongdoing and, in fact Golfland expressly denies any wrongdoing. The Court did not decide in favor of Plaintiff or Golfland. The settlement agreement has been preliminarily approved by the Court. A full copy of the settlement agreement is embodied in the document entitled **STIPULATION AND AGREEMENT TO SETTLE CLASS ACTION** as preliminarily approved by the Court, as well as other public documents filed in this case, all of which can be inspected in the Office of the Court Clerk located at 191 North First Street San Jose, California 95113, or at the web address: www.stovall-golflandsettlement.com.

THE TERMS OF THE CONDITIONAL CLASS ACTION SETTLEMENT:

On behalf of the Class Members, the Class Representative has reached a voluntary settlement agreement with Golfland and on **October 20, 2017**, the Court conditionally certified three classes, for settlement purposes only, comprised of the following persons (collectively, the "Class"):

Lifeguard Class: All person employed in lifeguard positions who underwent lifeguard certification at Ellis & Associates, Inc. or some other training facility designated by Defendant, at any time from September 14, 2012 to May 1, 2017;

Without admitting liability, Golfland has agreed to pay \$450,000.00 for settlement of the claims in this matter (the "Gross Settlement Sum"). The \$450,000.00 is inclusive of the applicable employer payroll taxes. Class Members who do not opt out of the Class pursuant to the procedures set forth in this notice will be bound by the settlement and will release all of the Released Claims against Golfland, in this action (see below for more information).

This Settlement is conditioned upon the Superior Court of the State of California in and for the County of Santa Clara, entering an order at or following the hearing finally approving the settlement (the "Settlement

Fairness Hearing”) as fair, reasonable, adequate, and in the best interests of the Settlement Class.

The amount allocated to the Class is approximately \$245,258.00. Any Class Member who does not opt out of the settlement (e.g., “Participating Class Members”) will receive a lump sum payment known as the “Individual Settlement Amount.” The Individual Settlement Amount for each Participating Class Member shall be determined on a pro-rata basis, meaning each member of the class gets an equal share. That amount is currently estimated to be **\$256.81** before taxes, and may be slightly more or less depending on the amounts to administrate the settlement and other matters.

Each Participating Class Member’s Individual Settlement Amount will be allocated as follows: 20% to satisfaction of claims for unpaid wages (subject to required wage withholdings and deductions) and 80% to the satisfaction of claims for interest and penalties including PAGA penalties, such that you will receive a W-2 for 20% of the amount of your equal share

Additionally, each of the following payments will be sought, subject to final approval by the Court: (1) for the Class Representative, a sum beyond what he would receive as Participating Class Member in this action to compensate him for acting on behalf of the Class including his time required in the role of Class Representative (such as assisting with the investigation of the claims.) The amount sought is \$2,500.00 to Class Representative Jackson Stovall; (2) to Class Counsel, attorneys fees in the amount of \$149,850.00 (33.3% of the Gross Settlement Amount) and estimated costs no greater than \$25,000.00 to compensate them for their services and actual costs expended in this matter by Class Counsel; (3) settlement administration fees and costs of no more than \$20,000 to be paid to the Settlement Administrator for administering this Settlement; and (4) \$7,500.00 to the California Labor Workforce and Development Agency (“LWDA”) for the State of California’s share of the \$10,000.00 allocated as PAGA penalties pursuant to the California *Labor Code*.

WHAT YOU NEED TO DO IN RESPONSE TO THIS NOTICE:

Because you have received this Notice, Golfland’s records indicate that you are a member of the conditionally certified Class. All Class Members have the following three options:

1. **IF YOU WISH TO PARTICIPATE IN THE CLASS ACTION SETTLEMENT AND REMAIN A MEMBER OF THE SETTLEMENT CLASS AND RECEIVE A PAYMENT UNDER THE SETTLEMENT, YOU (or in the event of a deceased Class Member, the estate or authorized beneficiary) ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION.** You will receive payment if the Court grants final approval to the Settlement and Judgment becomes final. If you receive a payment under this Settlement, you will also be releasing the “Released Claims” against Golfland (see next section for definition of Released Claims). If you wish to receive a payment under the Settlement, you must not “Opt Out” of the Settlement.

2. **YOU MAY ELECT TO “OPT OUT” OF THE SETTLEMENT CLASS AND THUS EXCLUDE YOURSELF FROM THE SETTLEMENT INCLUDING: (1) RECEIVING THE ASSOCIATED INDIVIDUAL SETTLEMENT AMOUNT PAYMENT; AND (2) THE ASSOCIATED RELEASE OF CLAIMS AND STIPULATED JUDGMENT.** If you wish to exclude yourself from the settlement, you must mail to the Settlement Administrator a completed and signed Opt Out Form postmarked on or before the December 14, 2017. If your Opt Out Form is not received by the Settlement Administrator postmarked on or before the December 14, 2017, you will be deemed to have forever waived your right to opt out of the Settlement Class. Class Members who do not properly opt out of the class action settlement shall be Members of the Settlement Class. Class Members who do properly opt out of the class action settlement shall have no further role in this action, and for all purposes they shall be regarded as if they never were a party to this action.

3. **FINALLY, PROVIDED YOU DO NOT OPT OUT OF THE SETTLEMENT CLASS, YOU MAY OBJECT TO THE SETTLEMENT.** You may object to the Settlement by mailing written objections to Class Counsel and Defense Counsel, postmarked on or before December 14, 2017, to ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781. The written objection must be signed and dated, and additionally state the Class Member's name, dates of employment as a lifeguard for Golfland, the case name and number (*Jackson Stovall v. Golfland Entertainment Centers, Inc.*, Santa Clara County Superior Court, Case No. 16CV299913), and the basis for the objection. If you wish to speak at the Settlement Hearing, your written objection should include a request for the Court to allow you to speak at the Settlement Hearing. Late objections will not be valid and will not be considered by the Court or the Settling Parties.

If you take no action, you will remain a member of the Settlement Class (i.e., a Class Member who does not opt out of participation in the Settlement), be bound by the Judgment, and will receive payment under the Settlement. If you choose to remain a Member of the Settlement Class, you will be represented by the attorneys for Plaintiff, whom has been designated by the Court as Class Counsel: Humphrey & Rist LLP, Christina A. Humphrey, 1216 State Street, 4th Floor, Santa Barbara, California 93101 and Tower Legal Group, APC James A. Clark, 1510 J Street, Suite 125, Sacramento, California 95814.

RELEASE OF CLAIMS OF SETTLEMENT CLASS MEMBERS:

If the Court approves the Settlement, Class Members who do not opt out of the Settlement, will remain subject to the Judgment rendered by the Court pursuant to the settlement agreement and be precluded from bringing similar claims in the future for the period September 14, 2012 through May 1, 2017. Specifically, after Court approval, the Settlement will fully release and discharge all Released Claims (as defined below) of Class Members including without limitation "Unknown Claims" against Golfland Releasees.

"Released Claims" shall collectively mean all claims, including without limitation Unknown Claims (as defined below), demands, rights, liabilities and causes of action against Golfland Releasees (as defined above) for any type of relief and penalties, that (1) accrued at any time during September 14, 2012 to May 1, 2017, for the Settlement Class, (2) reasonably relate to or reasonably arise out of the causes of action alleged and prosecuted in Plaintiff's Complaint, including failure to compensate all hours worked, failure to pay overtime, failure to reimburse for business related expenses, failure to provide accurate payroll statements and maintain required records, failure to pay minimum wage, failure to pay all wages due upon termination or resignation, unlawful business practices, all related claims for restitution and other equitable relief arising under PAGA, Business and Professions Code sections 17200 et seq, the Labor Code and Industrial Welfare Commission Wage Order 10-2001 (including waiting time penalties, PAGA penalties, interest on unpaid wages, unpaid wages, attorneys' fees or litigation costs, and any other related claims and/or penalties). The release does not extend to any claims not alleged in the Complaint or based on the causes of action in the Complaint and specifically excludes claims for workers' compensation, personal injuries, unemployment insurance, state disability compensation, claims under the Employment Retirement Income Security Act of 1974, previously vested benefits under any Employer-sponsored benefits plan, wrongful termination, discrimination, retaliation, and harassment, including but not limited to those arising under the Age Discrimination In Employment Act, the California Fair Employment and Housing Act, Title VII of the Federal Civil Rights Act of 1964, and/or Federal Civil Rights Act of 1991, or any similar state or federal laws, the California Family Rights Act, the Federal Family Medical Leave Act, the California Pregnancy Disability Leave Law, or similar state or federal laws, the Federal Equal Pay Act of 1963, violations of the Americans with Disabilities Act of 1990 or violations of any other state or federal law, rule, or regulation concerning discrimination, retaliation, and/or harassment. In consideration for the service award and as an inducement for Defendant to enter into this Stipulation, the Class Representative's Released Claims (and only the Class Representative) additionally includes any and all claims including Unknown Claims against Defendant that accrued during the Class Period, but does not include claims for: age discrimination under the Age Discrimination In Employment Act, unemployment insurance, workers' compensation benefits, state disability compensation, previously vested benefits under any Employer-sponsored benefits plan or claims under the Employment Retirement Income Security Act of 1974.

"Unknown Claims" means any Released Claims which either the Class Representative or any Participating Class Member does not know or suspect to exist in his or her favor at the time of the entry of the Judgment, and which if known by him or her might have affected his or her settlement with and release of the Golfland Releasees or might have affected his or her decision not to object to or to opt out of this settlement.

THE NEXT STEP:

The Settlement Hearing on the adequacy, reasonableness, and fairness of the class action settlement will be held on February 9, 2018 in Department 1 of the Santa Clara County Court House located at 191 North First Street San Jose, CA 95113. **You are not required to attend the Settlement Hearing, although any Class Member is welcome to attend the hearing, and make an objection during the final approval hearing.**

HOW TO OBTAIN ADDITIONAL INFORMATION:

This Notice is only a summary of the class action lawsuit and the associated class action settlement. For more information, you may inspect the Court files and the settlement agreement at the Santa Clara County Superior Court, located at 191 North First Street San Jose, California 95113, during regular court hours. You may also contact Class Counsel for more information: Humphrey & Rist LLP, Christina A. Humphrey, 1216 State Street, 4th Floor, Santa Barbara, California 93101 and Tower Legal Group, APC James A. Clark, 1510 J Street, Suite 125, Sacramento, California 95814. You may also call the class administrator, ILYM Group, Inc., at (888)250-6810, and visit the website at www.stovall-golflandsettlement.com, for more information and to view documents related to this lawsuit.

PLEASE DO NOT CALL OR WRITE TO THE COURT ABOUT THIS NOTICE.