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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

JACKSON STOVALL, on behalf of himself
and all others similarly situated,

Plaintiffs,
v.

GOLFLAND ENTERTAINMENT
CENTERS, INC., a California Corporation
and DOES 1 through 10, inclusive,

Defendants.

CASE NO. 16CV299913

CLASS ACTION

**STIPULATION AND AGREEMENT TO
SETTLE CLASS ACTION**

Action Filed: September 14, 2016
Trial Date: None Set

IT IS HEREBY STIPULATED AND AGREED by and between Jackson Stovall (as
“Class Representative” or “Plaintiff”), on behalf of himself and all others similarly situated to him
and as defined below, on the one hand, and Defendant Golfland Entertainment Centers, Inc.
 (“Defendant”), on the other hand, as set forth below:

I. The Conditional Nature of This Stipulation.

This Stipulation and Agreement to Settle Class Action, including all associated exhibits
or attachments (herein “Stipulation”), is made for the sole purpose to resolve the above-captioned
matter (the “Litigation”) on a class-wide basis. This Stipulation and the settlement it evidences is
made in compromise of disputed claims. Because the Litigation was filed as a class action, this
settlement must receive preliminary and final approval from the Court. Accordingly, Defendant
and the Class Representative enter into this Stipulation and associated settlement on a conditional
basis. In the event that the Court does not execute and file the Order Granting Final Approval of
Settlement, or in the event that the Court does not enter the Judgment (as defined below), or in the

1 event that the associated Judgment does not become Final (as defined below) for any reason, this
2 Stipulation shall be deemed null and void, it shall be of no force or effect whatsoever, it shall not
3 be referred to or used for any purpose whatsoever, and the negotiation, terms, and entry of it shall
4 remain subject to the provisions of California Evidence Code sections 1119 and 1152.

5 Defendant denies all of the claims as to liability, damages, and restitution, as well as the
6 class allegations asserted in the Litigation. Defendant has agreed to resolve this Litigation via this
7 Stipulation, but to the extent this Stipulation is deemed void or does not take effect, Defendant
8 does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations
9 in the Litigation upon all legal, procedural and factual grounds, including without limitation the
10 ability to challenge class treatment on any grounds or to assert any and all defenses or privileges.
11 The Class Representative and his counsel agree that Defendant retains and reserves these rights.
12 In particular, the Class Representative and his counsel waive and agree not to argue or to present
13 any argument that Defendant would be estopped from contesting class certification because it has
14 entered into this Stipulation. In addition, the settling parties recognize and agree that under
15 California law, which is applicable here, courts impose a lesser burden for certification for
16 settlement classes than they do for contested classes.

17 **II. The Parties to this Stipulation.**

18 This Stipulation (with the associated exhibits) is made and entered into by and among the
19 following parties (collectively, the “Settling Parties”): (i) the Class Representative Jackson
20 Stovall (on behalf of himself and each of the members of the class), with the assistance and
21 approval of his counsel (the “Class Counsel”); and (ii) Golfland Entertainment Centers, Inc., with
22 the assistance of its counsel of record in the Litigation. The Stipulation is intended by the Settling
23 Parties to result in a Judgment and to fully, finally, and forever resolve, discharge, and settle the
24 released claims upon and subject to the terms and conditions hereof.

25 **III. Procedural Posture.**

26 On September 14, 2016, Plaintiff, a former employee of Defendant, filed a wage and hour
27 class action Complaint in Santa Clara County Superior Court, alleging causes of action for:
28 (1) failure to pay minimum and/or overtime wages; (2) failure to pay wages at the agreed rate;

1 (3) improper deductions from wages; (4) failure to reimburse for business expenses and illegal
2 uniform policy; (5) failure to pay compensation at the time of termination; (6) failure to provide
3 accurate itemized wage statements; and (7) failure to comply with unfair compensation law. On
4 February 26, 2017, Plaintiff filed a First Amended Complaint to add a cause of action under
5 California’s Private Attorney General Act (“PAGA”).

6 The Complaint and First Amended Complaint identified three different putative classes,
7 which are identified below:

- 8 • Uniform Class: All persons employed in non-exempt positions at Golfland
9 Entertainment Centers, Inc. in the State of California who purchased
10 uniforms, at any time from four years prior to the date of the filing of this
11 Complaint to present;
- 12 • Lifeguard Training Class: All person employed in lifeguard positions who
13 underwent lifeguard certification at Ellis & Associates, Inc. or some other
14 training facility designated by Defendant, from four years prior to the filing
15 of the Complaint to present;
- 16 • Former Employee Sub-Class: All members of the Plaintiff Training and/or
17 Uniform Classes who are no longer employed by Defendant herein.

18 Based on the filing date of the Complaint, the putative class period is September 14, 2012
19 to the present. On November 4, 2016, Defendant filed an Answer asserting a general denial and a
20 number of affirmative defenses specific to wage and hour law class actions.

21 Prior to discovery, the parties agreed to attend early mediation. On March 20, 2017, prior
22 to mediation, Plaintiff’s counsel requested documents and information in order to prepare for
23 mediation. The documents included the personnel file of Plaintiff, all versions of the employee
24 handbook in effect during the class period, all policies and procedures regarding the purchase of
25 lifeguard uniforms and lifeguard training, and pictures of lifeguard uniforms. In addition to the
26 requested documents, Plaintiff’s counsel requested class data, such as the number of lifeguards
27 that purchased uniforms, the amount spent on purchased uniforms, the number of lifeguards that
28 attended training at Jeff Ellis & Associates, and the amount lifeguards paid to attend training at

1 Jeff Ellis & Associates. Prior to mediation, Defendant produced the documents and information
2 requested by Plaintiff's counsel.

3 On May 5, 2017, the Parties attended a full day mediation with experienced mediator Jeff
4 Winikow, which resulted in a settlement. The Parties now hereby agree to a fund settlement of
5 \$450,000. The Class consists of individuals who worked for Defendant as non-exempt lifeguards
6 in California, at any time between September 14, 2012 to May 1, 2017. The number of class
7 members is approximately 939.

8 **IV. Defendant's Denial of Wrongdoing or Liability.**

9 Defendant denies all of the claims and contentions alleged by the Class Representative in
10 the Litigation. Nonetheless, Defendant has concluded that to continue the Litigation would be
11 protracted and expensive and that it is desirable that the Litigation be fully and finally settled in
12 the manner and upon the terms and conditions set forth in this Stipulation. In addition, Defendant
13 has taken into account the uncertainty and risks inherent in any litigation, particularly class action
14 litigation, as well as the difficulties and delays inherent in such litigation. Defendant has,
15 therefore, determined that it is desirable and beneficial to it that the Litigation be settled in the
16 manner and upon the terms and conditions set forth in this Stipulation.

17 **V. Claims of the Class Representative and Benefits of Settlement.**

18 The Class Representative believes that the claims asserted in the Litigation have merit
19 and that evidence developed to date supports the claims. The Class Representative and Class
20 Counsel recognize and acknowledge, however, the expense and length of the type of continued
21 proceedings necessary to prosecute the Litigation against Defendant through trial and through
22 appeals. The Class Representative and Class Counsel have also taken into account the uncertain
23 outcome and the risk of any litigation, especially in putative class actions such as this Litigation,
24 as well as the difficulties and delays inherent in such litigation. The Class Representative and
25 Class Counsel are also mindful of the inherent problems of proof in establishing and overcoming
26 potential defenses to the claims asserted in the Litigation. In light of these considerations, the
27 Class Representative and Class Counsel believe that the settlement set forth in the Stipulation,
28 including the monetary payments and prospective relief, confers substantial benefits and is in the

1 best interests of the Class Representative and the Class.

2 **VI. Terms of Stipulation and Agreement of Settlement.**

3 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between
4 the Class Representative, for himself and on behalf of all others similarly situated to him and as
5 defined below, on the one hand, and Defendant on the other hand, with the assistance of their
6 respective counsel of record, that, as among the Settling Parties, including all members of the
7 Settlement Class, the Litigation and the Released Claims shall be finally and fully compromised,
8 settled and released, subject to the terms and conditions of the Stipulation and the Judgment.

9 **1. Definitions.**

10 As used in all parts of this Stipulation (including the exhibits which are incorporated as
11 part of the Stipulation), the following terms have the meanings specified below:

12 1.1 “Skip Tracing” means the utilization of a service provider, after the
13 Reasonable Address Verification, to review the accuracy of and, if possible, to update a
14 Class Member’s mailing address for a Class Member if a Class Member’s Class Notice is
15 returned to the Settlement Administrator as undeliverable.

16 1.2 “Class” or “Class Members” means any and all Persons employed by
17 Defendant, who worked for Defendant as a non-exempt lifeguard in California at any time
18 between September 14, 2012 to May 1, 2017 (the Class Period), regardless of whether such
19 Persons are currently employed by Defendant.

20 1.3 “Class Counsel” and “Plaintiff’s Counsel” means:

21 HUMPHREY & RIST LLP Christina A. Humphrey 22 Thomas A. Rist 1216 State Street, 4 th Floor 23 Santa Barbara, California 93103 24 T: (805) 618-2924 F: (805) 618-2939	21 TOWER LEGAL GROUP, APC James A. Clark Renee N. Parras 1510 J Street, Suite 125 Sacramento, California 95814 T: (916) 361-6009 F: (916) 361-6019
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26 1.4 “Class Period” means the following: September 14, 2012 to May 1,
27 2017.

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1 1.5 “Class Member Payout Fund” means the gross amount that Defendant
2 will pay (subject to the occurrence of the Effective Date) to all Participating Class Members,
3 and is calculated by subtracting all of the following from the Gross Settlement Sum: (1) the
4 maximum total gross amount Defendant will pay (subject to the occurrence of the Effective
5 Date) to Class Counsel for attorneys’ fees and costs, which is \$149,850.00 in attorneys’ fees
6 (33.3% of the Gross Settlement Sum) and no more than \$25,000.00 in costs; (2) the
7 maximum total gross amount Defendant will pay (subject to the occurrence of the Effective
8 Date) to the Class Representative as a service award, which is \$2,500.00; (3) the maximum
9 total gross amount Defendant will pay (subject to the occurrence of the Effective Date) to
10 the Settlement Administrator, which shall be no more than \$25,000.00; and (4) the
11 maximum total gross amount Defendant will pay (subject to the occurrence of the Effective
12 Date) to the California Labor and Workforce Development Agency for settlement of claims
13 under California Labor Code section 2698 *et seq.* which shall be \$7,500.00, representing
14 seventy-five percent (75%) of the \$10,000.00 Private Attorney General Act civil penalties.
15 The Class Member Payout Fund is currently estimated to be approximately \$245,150.00, but
16 the Settling Parties acknowledge that this figure may change depending on the actual
17 amount of settlement administration fees. The Parties agree that any amount of attorney’s
18 fees or costs, administrative costs, incentive award, and/or PAGA payment requested and
19 not approved by the Court shall be distributed to Settlement Class Members according to the
20 formula set forth at 1.14. The Class Member payout fund is non-reversionary, meaning no
21 amount of the fund shall revert to Defendant.

22 1.6 “Class Representative” means Plaintiff Stovall Jackson, the
23 individual designated in the Complaint to serve as the official representative of the Class.

24 1.7 “Complaint” means the Complaint filed on September 14, 2016, and
25 all amendments thereto, if any.

26 1.8 “Court” means the Superior Court of the State of California, for the
27 County of Santa Clara.

28

1 1.9 “Effective Date” means (i) in the event that the Settlement has
2 received final approval by the Court and there were no timely objections filed, or that any
3 timely objections have been withdrawn then the date the Court’s order of final approval of
4 the Settlement; or, (ii) in the event that one or more timely objections has/have been filed
5 and not withdrawn, then upon the passage of the applicable date for an objector to seek
6 appellate review of the trial court’s order of final approval of the Settlement, without a
7 timely appeal having been filed; or, (iii) in the event that a timely appeal of the court’s order
8 of final approval has been filed, then the Settlement Agreement shall be final when the
9 applicable appellate court has rendered a final decision or opinion affirming the trial court’s
10 final approval without material modification, and the applicable date for seeking further
11 appellate review has passed, or the date that any such Appeal has been either dismissed or
12 withdrawn by the appellant.

13 1.10 “Skip Tracing” means the utilization of a service provider, after the
14 Reasonable Address Verification and Accurint Skip Tracing, to review the accuracy of and,
15 if possible, to update a mailing address for a Class Member if a Class Member’s Class
16 Notice is returned to the Settlement Administrator as undeliverable.

17 1.11 “Golfland” means the Defendant in the Litigation and employer of
18 the present and former employees who comprise the Class.

19 1.12 “Golfland Releasees” means Defendant, each of its respective parent
20 companies, subsidiaries, affiliates, current and former management companies,
21 shareholders, members, agents (including without limitation, any investment bankers,
22 accountants, insurers, reinsurers, attorneys and any past, present, or future officers,
23 directors, and employees) predecessors, successors, and assigns.

24 1.13 “Gross Settlement Sum” shall mean the total settlement amount to be
25 paid by Defendant pursuant to the settlement (including attorneys’ fees to Class Counsel,
26 PAGA Penalties (as defined below), settlement administration costs, Class Representative’s
27 service award, and distributions to Participating Class Members), which amount is
28 \$450,000.00. Defendant’s share of payroll taxes (e.g. UI, ETT, Social Security and

1 Medicare taxes) is included in the \$450,000.00 Gross Settlement Sum. The Gross
2 Settlement Sum shall cover all expenses associated with the settlement, as follows: (1) the
3 Class Member Payout Fund which is the maximum total gross amount that Defendant will
4 pay (subject to the occurrence of the Effective Date) to Participating Class Members; (2) the
5 maximum total gross amount Defendant will pay (subject to the occurrence of the Effective
6 Date) to Class Counsel for attorneys' fees which is \$149,850.00; (3) the maximum total
7 gross amount Defendant will pay (subject to the occurrence of the Effective Date) to Class
8 Counsel for costs and litigation expenses, which is estimated to be no more than \$25,000.00;
9 (4) the maximum total gross amount Defendant will pay (subject to the occurrence of the
10 Effective Date) to the Class Representative as a service award, which is \$2,500.00; (5) the
11 maximum total gross amount Defendant will pay (subject to the occurrence of the Effective
12 Date) to the Settlement Administrator, which shall be no more than \$25,000.00; and (6) the
13 maximum total gross amount Defendant will pay (subject to the occurrence of the Effective
14 Date) to the California Labor and Workforce Development Agency for settlement of claims
15 under California Labor Code section 2698 et seq., which shall be \$7,500.00.

16 1.14 "Individual Settlement Amount" shall mean the total gross amount
17 due to an individual Participating Class Member, inclusive of pre- and post-judgment
18 interest, penalties, and wages (allocated 20% to W-2 wages and 80% to interest and
19 penalties). Given that the allegations are not dependent on the number of workweeks
20 worked by any Participating Class Member, each Participating Class Member's Individual
21 Settlement Amount will be an equal share of the Class Member Payout Fund, calculated as
22 the Class Member Payout Fund divided by the number of Participating Class Members.

23 1.15 "Judgment" means the judgment to be rendered by the Court pursuant
24 to this Stipulation. This Judgment shall be a judgment for purposes of California Rule of
25 Court 3.771(a).

26 1.16 "Labor and Workforce Development Agency" or "LWDA"
27 means the California agency that pursuant to California Labor Code sections 2698 et seq.
28

1 shall receive an amount equal to seventy-five percent (75%) of the amount paid for PAGA
2 Penalties in settlement of the Litigation.

3 1.17 “Last Known Address” means the most recently recorded mailing
4 address for a Class Member, which information is contained in employment, payroll, or
5 personnel records maintained by Defendant.

6 1.18 The “Litigation” shall mean the lawsuit pending in the Court
7 presently styled *Jackson Stovall v. Golfland Entertainment Centers, Inc.*, Case No.
8 16CV299913, Superior Court of the State of California, County of Santa Clara, filed on
9 September 14, 2016.

10 1.19 The “Non-Settlement Class” or “Non-Settlement Class Member(s)”
11 or “Member of the Non-Settlement Class” consists of or means the group of all Class
12 Members who properly and timely elect to Opt Out (as defined below) of the settlement by
13 requesting exclusion from the class action settlement pursuant to Paragraph 3.3.3 of the
14 Stipulation.

15 1.20 “Notice of Proposed Class Action Settlement” or “Class Notice(s)”
16 means a notice titled “Notice of Proposed Class Action Settlement” to be approved by the
17 Court, substantially in the form attached hereto as Exhibit 1. The “Notice of Proposed Class
18 Action Settlement” shall constitute the class notice pursuant to California Rule of Court
19 3.769(f) and, once approved by the Court, shall be deemed compliant with California Rule
20 of Court 3.766(d).

21 1.21 “Notice Mailing Deadline” means the deadline for the Settlement
22 Administrator to mail the Class Notices, which shall be no later than thirty (30) calendar
23 days after the Preliminary Approval Date.

24 1.22 “Objection Deadline” means the deadline for a Class Member to
25 object to the settlement, which date shall be indicated on the Class Notices mailed by the
26 Settlement Administrator and which shall be postmarked no later than thirty (30) calendar
27 days after the Notice Mailing Deadline. In the event the Settlement Administrator must re-
28 mail a Notice Packet, those Class Members shall have an additional fourteen (14) days to

1 object to the Settlement; provided, however, that all objections must be postmarked no later
2 than forty-five (45) days from the date of the initial mailing of the Notice Packet.

3 1.23 “Opt Out” or “Opt Outs” means a completed Opt Out Form in the
4 same or substantially the same form as set forth in Exhibit 2 of this Stipulation, signed by a
5 Class Member indicating he/she wishes to be excluded from the Settlement Class and in the
6 manner specified in the Class Notice, no later than the Opt-Out Deadline.

7 1.24 “Opt Out Deadline” means the deadline for a Class Member to Opt-
8 Out of the settlement, which date shall be indicated on the Class Notices mailed by the
9 Settlement Administrator. The Opt Out Deadline is postmarked no later than thirty (30)
10 calendar days after the Notice Mailing Deadline. In the event the Settlement Administrator
11 must re-mail a Notice Packet, those Class Members shall have an additional fourteen (14)
12 days to opt out of the Settlement: provided however, that the opt out form is postmarked no
13 later than forty-five (45) days from the date of the initial mailing of the Notice Packet.

14 1.25 “Order of Final Approval and Entry of Judgment” or “Order Granting
15 Final Approval of Settlement and Entry of Judgment” shall mean the order and judgment to
16 be entered by the Court titled “Order Determining Good Faith and Granting Final Approval
17 of Settlement,” and “Judgment.” The “Judgment,” shall constitute approval pursuant to
18 California Rule of Court 3.769(a).

19 1.26 “PAGA Penalties” means the penalties pursuant to California Labor
20 Code sections 2698 *et seq.*, the Labor Code Private Attorney General Act of 2004
21 (“PAGA”), that the Settling Parties have agreed is a reasonable sum to be paid in settlement
22 of the PAGA claims included in the Litigation, which is \$10,000.00. PAGA Penalties are to
23 be approved by the Court pursuant to Labor Code section 2699 and are to be distributed as
24 follows: seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to
25 aggrieved employees.

26 1.27 “Participating Class Member(s)” or “Settlement Class” or “Members
27 of the Settlement Class” means all hourly non-exempt lifeguards in California from
28 September 14, 2012 through May 1, 2017, who do not opt out of the settlement.

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1.28 “Person” means a natural person.

1.29 “Plaintiff Stovall” means Jackson Stovall, the named plaintiff in the Litigation and the Class Representative.

1.30 “Preliminary Approval Date” shall mean the date on which the Court grants preliminary approval of the settlement.

1.31 “Preliminary Approval Order” or “Order Granting Preliminary Approval of the Settlement and Setting a Settlement Fairness Hearing” shall mean an order to be executed and filed by the Court titled “Order Granting Preliminary Approval of the Settlement and Setting a Settlement Fairness Hearing.”. This Preliminary Approval Order shall constitute an order certifying a provisional class for settlement purposes only pursuant to California Rule of Court 3.769(d) and an order setting a final approval/fairness hearing pursuant to California Rule of Court 3.769(e).

1.32 “Reasonable Address Verification” shall mean the utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address.

1.33 “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

1 any other related claims and/or penalties). The release does not extend to any claims not
2 alleged in the Complaint or based on the causes of action in the Complaint and specifically
3 excludes claims for workers' compensation, personal injuries, unemployment insurance,
4 state disability compensation, claims under the Employment Retirement Income Security
5 Act of 1974, previously vested benefits under any Employer-sponsored benefits plan,
6 wrongful termination, discrimination, retaliation, and harassment, including but not limited
7 to those arising under the Age Discrimination In Employment Act, the California Fair
8 Employment and Housing Act, Title VII of the Federal Civil Rights Act of 1964, and/or
9 Federal Civil Rights Act of 1991, or any similar state or federal laws, the California Family
10 Rights Act, the Federal Family Medical Leave Act, the California Pregnancy Disability
11 Leave Law, or similar state or federal laws, the Federal Equal Pay Act of 1963, violations of
12 the Americans with Disabilities Act of 1990 or violations of any other state or federal law,
13 rule, or regulation concerning discrimination, retaliation, and/or harassment. In
14 consideration for the service award and as an inducement for Defendant to enter into this
15 Stipulation, the Class Representative's Released Claims (and only the Class Representative)
16 additionally includes any and all claims including Unknown Claims against Defendant that
17 accrued during the Class Period, but does not include claims for: age discrimination under
18 the Age Discrimination In Employment Act, unemployment insurance, workers'
19 compensation benefits, state disability compensation, previously vested benefits under any
20 Employer-sponsored benefits plan or claims under the Employment Retirement Income
21 Security Act of 1974.

22 1.34 "Settlement Administrator" means the third-party settlement
23 administration firm, ILYM Group, Inc.

24 1.35 "Settlement Hearing" or "Fairness and Good Faith Determination
25 Hearing" or "Settlement Fairness Hearing" means a hearing set by the Court to take place
26 on or about the Settlement Hearing Date (as defined below) for the purpose of:

27 (i) determining the fairness, adequacy, and reasonableness of the Stipulation and associated
28 settlement pursuant to class action procedures and requirements; (ii) determining the good

1 faith of the Stipulation and associated settlement; and (iii) entering Judgment. This
2 Settlement Hearing is intended to be the settlement hearing or final approval hearing
3 required under California Rule of Court 3.769(a).

4 1.36 “Settlement Hearing Date” is the date that is on or near the date that
5 is thirty (30) calendar days after the Objection and Opt Out Deadlines.

6 1.37 “Settlement Hearing Motion Date” is the date that is on or near the
7 date that is sixteen (16) court days prior to the Settlement Hearing.

8 1.38 “Settling Parties” means Golfland Entertainment Centers, Inc. and the
9 Class Representative on behalf of himself and all Class Members.

10 1.39 “Stipulation” means this agreement, the Stipulation and Agreement to
11 Settle Class Action and all of its attachments and exhibits, which the Settling Parties
12 understand and agree sets forth all material terms and conditions of the settlement between
13 them, and which is subject to Court approval.

14 1.40 “Unknown Claims” means any Released Claims which either the
15 Class Representative or any Participating Class Member does not know or suspect to exist
16 in his or her favor at the time of the entry of the Judgment, and which if known by him or
17 her might have affected his or her settlement with and release of the Golfland Releasees or
18 might have affected his or her decision not to object to or to opt out of this settlement. With
19 respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the
20 Effective Date, the Class Representative shall expressly and shall be deemed to have, and by
21 operation of the Judgment shall have, waived the provisions, rights and benefits of
22 California Civil Code section 1542 with respect to the Released Claims, which provides as
23 follows:

24 A general release does not extend to claims which the creditor does
25 not know or suspect to exist in his or her favor at the time of
26 executing the release, which if known by him or her must have
27 materially affected his or her settlement with the debtor.

28

1 The Class Representative may hereafter discover facts in addition to or different from those
2 which he or she now knows or believes to be true with respect to the subject matter of the
3 Released Claims, but the Class Representative, upon the Effective Date, shall be deemed to
4 have, and by operation of the Judgment shall have, fully, finally, and forever settled and
5 released any and all Released Claims, known or unknown, suspected or unsuspected,
6 contingent or non-contingent, whether or not concealed or hidden, which then exist, or
7 previously have existed upon any theory of law or equity now existing or coming into
8 existence in the future, including, but not limited to, conduct which is negligent, intentional,
9 with or without malice, or a breach of any duty, law or rule, without regard to the
10 subsequent discovery or existence of such different or additional facts. The Class
11 Representative acknowledges, shall be deemed by operation of the Judgment to have
12 acknowledged, that the foregoing waiver was separately bargained for and a key element of
13 the settlement of which this release is a part. Notwithstanding any other provision of this
14 Stipulation, the Settling Parties recognize that because the only Unknown Claims released
15 by this Stipulation are those Unknown Claims that meet the definition of Released Claims,
16 the release effectuated by this Stipulation shall not extend to Unknown Claims other than
17 those described above.

18 1.41 "Updated Address" means a mailing address that was updated via a
19 Reasonable Address Verification, via an updated mailing address provided by the United
20 States Postal Service or a Class Member, or via a locator service.

21 **2. The Settlement.**

22 2.1 Settlement Amount, Timing of Payments, Tax Reporting Obligations,
23 and Other Obligations of Defendant and the Settlement Administrator.

24 2.1.1 The total Gross Settlement Sum shall be Four Hundred and Fifty
25 Thousand Dollars and Zero Cents (\$450,000.00). Defendant's share of payroll taxes (e.g. UI,
26 ETT, Social Security and Medicare taxes) are a part of the \$450,000.00 Gross Settlement Sum.

27 2.1.2 Defendant shall fund the Gross Settlement Sum no later than ten (10)
28 calendar days after the Effective Date. All distributions required from the Gross Settlement Sum

1 are to be paid not later than sixty (60) calendar days after the Effective Date as further detailed
2 below by the Settlement Administrator.

3 2.1.3 The Settlement Administrator will administer the settlement by
4 distributing the Class Notice, performing skip traces, receiving completed Opt Out Forms,
5 providing Class Counsel and counsel for Defendant with updates on the status (including Class
6 Member names and percentages) of opt outs, and handling inquiries about the calculation of the
7 Individual Settlement Amounts. The actions of the Settlement Administrator shall be governed by
8 the terms of this Stipulation. The Settling Parties, through their counsel, may provide written
9 information needed by the Settlement Administrator pursuant to the Stipulation.
10 Defendant, through the Settlement Administrator, shall pay no later than ten (10) calendar days
11 after the receipt of the funds by the Settlement Administrator from Defendant: (1) the amount of
12 attorneys' fees and litigation costs approved by the Court to Class Counsel as described in
13 subsection (a) below; (2) the Class Representative's service award approved by the Court as set
14 forth in subsection (b) below; (3) the fees and costs to the Settlement Administrator as set forth in
15 subsection (c) below; and (4) the PAGA Penalties to the LWDA approved by the Court as set forth
16 in subsection (d) below.

17 (a) Attorneys' Fees and Litigation Costs: Class Counsel shall
18 submit their Application for Award of Attorneys' Fees and Costs to the Court before the
19 Settlement Hearing. Class Counsel will seek attorneys' fees in the amount of \$149,850.00 and
20 actual costs which are not to exceed \$25,000. Class Counsel shall serve Defendant with copies of
21 all documents in support of their Application for Award of Attorneys' Fees and Costs, including a
22 Declaration supporting the requested costs. Defendant agrees not to oppose the Application for
23 Award of Attorneys' Fees and Costs, as long as the request for Costs is supported by a
24 Declaration. The Settlement Administrator will report the attorneys' fees and costs award on a
25 Form 1099, which it will provide to Class Counsel and to the pertinent taxing authorities.

26 ///

27 (b) Class Representative's Service Awards: Subject to Court
28 approval, the Class Representative shall receive a service award of \$2,500.00. Defendant agrees

1 not to oppose the amount of the Class Representative's Service Award. Since it is the intent of the
2 Settling Parties that the service award to the Class Representative is for his service to the Class
3 Members, and not wages, the Settlement Administrator will not withhold any taxes from the
4 service award. The Settlement Administrator will report the service award on a Form 1099, which
5 it will provide to the Class Representative and to the pertinent taxing authorities.

6 (c) Settlement Administration Costs: Subject to Court approval, the
7 Settlement Administrator shall be paid an amount which will not exceed \$25,000.00 for all fees
8 and costs relating to the administration of this settlement, including but not limited to all the duties
9 set forth in Paragraph 2.1.3, all tax document preparation, custodial fees, and accounting fees, all
10 costs and fees associated with preparing, issuing, and mailing any and all Class Notices, all costs
11 and fees associated with computing, reviewing, and paying distributions from the Gross
12 Settlement Sum, all costs and fees associated with preparing any tax returns and any other filings
13 required by any governmental taxing authority or agency, all costs and fees associated with
14 preparing any other notices, reports, or filings to be prepared in the course of administering
15 disbursements from the Gross Settlement Sum, and any other costs and fees incurred and/or
16 charged by the Settlement Administrator in connection with the execution of its duties under this
17 Stipulation.

18 (d) PAGA Penalties: Subject to Court approval, \$7,500.00 shall be
19 paid to the LWDA for PAGA Penalties, which represents the seventy-five percent (75%) share of
20 the \$10,000.00 portion of the Gross Settlement Sum allocated to PAGA and payable to the LWDA
21 pursuant to Labor Code sections 2699 *et. seq.* Twenty-five percent (25%) of the amount allocated
22 as PAGA penalties is payable to the Participating Class Members.

23 2.1.4 No later than sixty (60) calendar days after the Effective Date,
24 Defendant, through the Settlement Administrator, and according to the terms, conditions and
25 procedures set forth in Paragraph 2.1.6 of this Stipulation, shall pay to each Participating Class
26 Member his or her Individual Settlement Amount. Each of the payments to Participating Class
27 Members will be inclusive of interest, wages, and penalties, including PAGA and waiting time
28 penalties, and will be allocated as follows: 20% W-2 wages and 80% 1099 penalties and interest.

1 2.1.5 The Settlement Administrator shall compute the Individual Settlement
2 Amount for the Participating Claimants as follows:

3 (a) The payment of the Individual Settlement Amount will be calculated
4 by using the formulas set forth in Paragraph 1.14.

5 (b) The Settling Parties agree that the above-described formula and
6 distribution method is reasonable and fair in light of the Settling Parties' investigation of the
7 claims of the Class, and the relative degree of uncertainty, risk of outcome of further litigation,
8 and difficulties and delays inherent in such litigation of these claims.

9 (c) Participating Class Members will have ninety (90) days to cash
10 settlement checks. Any funds from uncashed checks shall be tendered to the California
11 Unclaimed Property Fund in the name of the Class Member.

12 2.1.6 Defendant, through the Settlement Administrator, shall be responsible for
13 reporting and paying the employer's share of payroll taxes (e.g. UI, ETT, Social Security and
14 Medicare taxes) which are to be paid out of the Gross Settlement Sum. Defendant, through the
15 Settlement Administrator, will report each payment made on the Gross Settlement Sum to
16 government authorities including the Internal Revenue Service as required by law, and it shall
17 make all required deductions and/or withholdings. Defendant, through the Settlement
18 Administrator, will also retain the amount due for payroll taxes and will pay those amounts to the
19 pertinent government authorities in the manner and the time prescribed by law. Defendant,
20 through the Settlement Administrator, shall report the payments to the Internal Revenue Service
21 (and other relevant government agencies) as wage income in the year of payment on a Form W-2,
22 and as penalty and interest income on a Form 1099, as appropriate in accordance with paragraph
23 2.1.4 of this Stipulation, or similar form issued to the Participating Class Member in question.

24 **3. Procedure for Approval and Implementation of Settlement.**

25 3.1 *Preliminary Approval.*

26 3.1.1 The Class Representative, through his counsel of record, shall file this
27 Stipulation with the Court and shall promptly file a motion in the Action requesting that the Court
28 enter the unopposed Preliminary Approval Order:

1 (a) Preliminarily approving for settlement purposes only the proposed
2 settlement and this Stipulation and preliminarily certifying the settlement class for settlement
3 purposes only;

4 (b) Preliminarily approving the appointment of Plaintiff as the
5 representative of the Class for settlement purposes only;

6 (c) Preliminarily approving the appointment of Class Counsel as
7 counsel for the Class for settlement purposes only;

8 (d) Appointing and approving ILYM Group, Inc., or such other
9 administrator as chosen by the Parties and approved by the Court, to administer the claims and
10 settlement payment procedures required by this Stipulation;

11 (e) Approving the form of the Class Notice, and requiring that it be sent
12 to Class Members, attached hereto as Exhibit 1;

13 (f) Approving the Notice mailing;

14 (g) Scheduling the Settlement Hearing for consideration of class
15 certification and final approval of this Stipulation;

16 (h) Establishing a procedure for Class Members to submit Opt Out
17 Forms and setting a date after which no Class Members shall be allowed to submit Opt Out Forms;
18 and

19 (i) Establishing a procedure for Class Members to object to the
20 settlement.

21 Defendant shall not oppose Class Counsel's motion for preliminary approval of the
22 settlement so long as the motion and supporting papers are consistent with the terms of this
23 Stipulation. Class Counsel shall provide Defendant with a reasonable opportunity to review, and
24 provide comments to, the motion for preliminary approval of the settlement before the motion and
25 supporting papers are filed with the Court.

26 Notwithstanding the foregoing, Defendant may, without opposing the preliminary approval
27 motion, advise the Court if Defendant disagrees with any of the factual statements included by the
28 Plaintiff in the motion or supporting papers.

1 3.1.2 Failure of the Court to enter the Preliminary Approval Order in its
2 entirety or in a substantially similar form will be grounds for Defendant to terminate the settlement
3 and the terms of this Stipulation pursuant to Paragraph 3.6.1; however, pursuant to Paragraph
4 3.6.1, the Settling Parties are to take all reasonable steps to cure any deficiencies so as to avoid
5 any termination of the settlement.

6 3.2 *Notice to Class Members.*

7 3.2.1 If, by entering the Preliminary Approval Order, the Court provides
8 authorization to send the Class Notices, the Settlement Administrator will facilitate the mailing of
9 the Class Notices and Opt Out Forms to all Class Members, no later than thirty (30) calendar days
10 after entry of the Preliminary Approval Date. The Class Notices and Opt Out Forms shall be
11 mailed via first class mail through the United States Postal Service, postage pre-paid. Each Class
12 Notice shall include a postage prepaid return envelope. The envelope shall bear the following
13 phrase in the bottom left hand corner: IMPORTANT – GOLFLAND CLASS ACTION
14 SETTLEMENT INFORMATION. PLEASE OPEN IMMEDIATELY. The mailing enclosing the
15 Class Notice and Opt Out Form will not contain any other materials. The Class Notice, Opt Out
16 Form, and the envelope or covering shall be marked to denote the return address of the Settlement
17 Administrator.

18 3.2.2 Defendant shall prepare a list, in an electronically usable format, for the
19 Settlement Administrator containing for each Class Member the following information: the first,
20 last and middle name, Last Known Address, social security number, and dates of employment as a
21 non-exempt lifeguard in California (start and end dates). By approving this settlement, the Court
22 will be deemed to have authorized Defendant to provide the Settlement Administrator with this
23 information. Defendant shall provide this list to the Settlement Administrator within fourteen (14)
24 calendar days of the Preliminary Approval Date.

25 3.2.3 For the Class Representative, the Settlement Administrator shall mail the
26 Class Notice to the Class Representative in care of Class Counsel at Class Counsel’s address.

27 3.2.4 For Class Members who have been designated by Defendant on the Class
28 List as an active employee, the Settlement Administrator shall mail the Class Notice to the Last

1 Known Address provided by Defendant, no Reasonable Address Verification will be conducted on
2 Class Members designated by Defendant as active, as the Settling Parties agree that Defendant
3 should have the most updated address information for these Class Members.

4 3.2.5 If a Class Member is known to be deceased, the Class Notice for that
5 deceased Class Member shall be mailed to the Last Known Address (or Updated Address, if
6 applicable) of the legal representative of the deceased Class Member’s estate, to the extent known.

7 3.2.6 Unless the Settlement Administrator receives a Class Notice returned
8 from the United States Postal Service for reasons discussed below in this paragraph, that Class
9 Notice shall be deemed mailed and received by the Class Member to whom it was sent five (5)
10 days after mailing. In the event that subsequent to the first mailing of a Class Notice and prior to
11 the Opt Out Deadline, that Class Notice is returned to the Settlement Administrator by the United
12 States Postal Service because the address of the recipient is no longer valid, i.e., the envelope is
13 marked “Return to Sender,” the Settlement Administrator shall undertake a Skip Tracing on the
14 Class Member to attempt to ascertain the current address of the particular Class Member in
15 question and, if such an address is ascertained, the Settlement Administrator will re-send the Class
16 Notice within three (3) business days of receipt of the returned Class Notice. In either event, the
17 Class Notice shall be deemed received once it is mailed for the second time. In the event that
18 subsequent to the first mailing of a Class Notice and on or after the Opt Out Deadline, that Notice
19 is returned to the Settlement Administrator by the United States Postal Service because the address
20 of the recipient is no longer valid, i.e., the envelope is marked “Return to Sender,” the Settlement
21 Administrator shall be required to take no further action with that Class Notice and it shall be
22 deemed to have been delivered. In the event that subsequent to the first mailing of a Class Notice
23 and prior to the Opt Out Deadline that Notice is returned to the Settlement Administrator by the
24 United States Postal Service with a forwarding address for the recipient, the Settlement
25 Administrator shall re-mail the notice to that address within three (3) business days of receipt of
26 the returned Class Notice, the Class Notice will be deemed mailed and received at that point, and
27 the forwarding address shall be deemed the Updated Address for that Class Member. In any
28 event, if the Settlement Administrator does not receive notice from the United States Postal

1 Service that a particular Class Notice is undeliverable, or should be sent to a forwarding address,
2 at least ten (10) days prior to the deadline for the Settlement Administrator to provide the
3 Declaration of Compliance pursuant to Paragraph 3.2.7 below, the notice procedures in this
4 paragraph will be deemed to have been complied with as to that Class Notice and no further action
5 need be taken by the Settlement Administrator with regard to that Class Notice. In the event the
6 Settlement Administrator must re-mail any Class Notice pursuant to the provisions of this
7 Paragraph due to being returned for an invalid address, the Opt Out and Objection Deadlines shall
8 be extended for those re-mailings by fourteen (14) days but in no event later than forty-five (45)
9 days from the date of the initial mailing of the Notice Packet.. The Settlement Administrator shall
10 include a cover letter with any re-mailing informing the Class Member of the re-mailing of the
11 Class Notice and that he or she has fourteen (14) calendar days from the date of the re-mailing
12 (which shall be the date the re-mailing of the Class Notice is postmarked) to postmark any
13 response allowed by the Stipulation and Class Notice, even if postmarked after the original
14 Objection and Opt Out Deadlines. Compliance with the procedures described in this paragraph
15 shall constitute due and sufficient notice to Class Members of this proposed settlement and of the
16 Settlement Hearing, and shall satisfy the requirements of due process. Nothing else shall be
17 required of or done by the Settling Parties, Class Counsel, counsel for Defendant, or the
18 Settlement Administrator to provide notice of the proposed settlement and the Settlement Hearing.

19 3.2.7 No later than five (5) calendar days after the Opt Out Deadline, the
20 Settlement Administrator shall provide Class Counsel and counsel for Defendant with a
21 declaration attesting to completion of the notice process, including any attempts to obtain Updated
22 Addresses for, and the re-sending of, any returned Class Notices, including the steps set forth in
23 Paragraph 3.2.6 (“Declaration of Compliance”), which shall be filed with the Court by Class
24 Counsel.

25 3.3 *Responses to the Notice of Proposed Class Action Settlement.*

26 3.3.1 Participation at Class Members’ Own Expense: Pursuant to California
27 Rule of Court 3.766(d)(5), Class Members have the option to participate in this Lawsuit at their
28 own expense by obtaining their own attorney(s). Class Members who choose this option will be

1 responsible for any attorneys' fees or costs incurred as a result of this election. The Class Notice
2 will advise Class Members of this option.

3 3.3.2 Objections to Settlement: Class Members may also object to the
4 settlement by submitting written objections to Class Counsel and counsel for Defendant no later
5 than the Objection Deadline. The written objection must be signed and dated, and additionally
6 state the Class Member's name, dates of employment as a Golfland non-exempt lifeguard in
7 California, the case name and number (*Jackson Stovall v. Golfland Entertainment Centers, Inc.*,
8 Case No. 16CV299913, Superior Court of the State of California, County of Santa Clara), and the
9 basis for the objection. A Class Member who objects to the settlement must be a Member of the
10 Settlement Class and may not submit an Opt Out pursuant to Paragraph 3.3.3 below. If any
11 objecting Class Member wishes to speak at the Settlement Hearing, that Class Member's written
12 objection should include a request to speak at the Settlement Hearing. The Settling Parties will
13 request that the Court determine whether Class Members who submit timely objections will be
14 permitted to speak. The Class Notice will advise Class Members of this option. Any Class
15 Member who fails to timely file such a written statement of his or her intention to object shall be
16 foreclosed from making any objection to this settlement, unless otherwise ordered by the Court.

17 3.3.3 Opting Out of Settlement: Class Members may elect to opt out of the
18 settlement and, thus, exclude themselves from the entire Litigation and the Settlement Class they
19 are a member of. Class Members who wish to exercise this option must send to the Settlement
20 Administrator a signed and completed Opt Out Form, which must be postmarked on or before the
21 Opt Out Deadline. If a proper Opt Out Form is not received by the Settlement Administrator from
22 a Class Member on or before the Opt Out Deadline, then that Class Member will be deemed to
23 have forever waived his or her right to opt out of the Settlement Class. The Class Notice will
24 advise Class Members of the option to opt out of the settlement and will contain instructions on
25 how to do so. Class Members who do not properly request exclusion from the class action
26 settlement by submitting valid and timely Opt Out Forms shall be deemed Members of the
27 Settlement Class. Class Members who do properly request exclusion from the class action
28 settlement by submitting valid and timely Opt Out Forms shall have no further role in the

1 Litigation, and for all purposes they shall be regarded as if they never were parties to this
2 Litigation, and, thus, they shall not be entitled to any benefits as a result of this Litigation.

3 3.3.4 Class Members who do not opt out of the Settlement Class pursuant to
4 Paragraph 3.3.3 shall be deemed Members of the Settlement Class and shall be bound by the
5 Judgment.

6 3.3.5 In the event that any Class Member timely submits a Opt Out Form, but it
7 is deficient, as soon as possible, but not later than five (5) business days of the Settlement
8 Administrator's receipt of such Opt Out Form, the Settlement Administrator shall send by first
9 class, postage pre-paid, United States mail a notice to such Class Member informing him or her of
10 the deficiency and that he or she has ten (10) calendar days from the date of the notice (which
11 shall be the date the notice is mailed) to cure the deficiency and postmark and mail the Opt Out
12 Form even if postmarked after the Opt Out Deadline respectively. The Settlement Administrator
13 shall also copy Class Counsel and counsel for Defendant with any such notices of deficiency.

14 3.3.6 The Settling Parties agree that the Objection and Opt Out Deadlines shall
15 not be extended, and no untimely submissions will be honored, under any circumstances, unless
16 mutually agreeable by the Settling Parties and/or except to the extent permitted under Paragraphs
17 3.2.6 and 3.3.5. Notwithstanding the foregoing, a Class Member will be allowed to extend the
18 Objection or Opt Out Deadlines for himself or herself if, and only if, he or she can make a
19 showing of legal incapacity during the notice period.

20 3.4 *Post Deadline Period Events and Settlement Fairness Hearing.*

21 3.4.1 Within fourteen (14) calendar days after the Opt Out Deadline, the
22 Settlement Administrator shall calculate the final Individual Settlement Amount to be paid to each
23 Participating Class Member and prepare a final statement of settlement sum for each Participating
24 Class Member.

25 3.4.2 On the date set forth in the Preliminary Approval Order and Class Notice,
26 a Settlement Hearing shall be held before the Court in order to: (1) review this Stipulation and
27 whether the Court should give it final approval; (2) consider any objections made timely (i.e. by
28 the Objection Deadline); and (3) consider Class Counsel's application for an award of attorneys'

1 fees, reimbursement for costs and expenses, and the Class Representative's service award. At the
2 Settlement Hearing, the Class Representative, through Class Counsel, shall ask the Court to give
3 final approval to this Stipulation and shall submit to the Court a proposed (a) Order Determining
4 Good Faith and Granting Final Approval of Settlement, and (b) Judgment to be entered in the
5 Litigation. The Settling Parties shall take all reasonable efforts to secure entry of the Order
6 Determining Good Faith and Granting Final Approval of Settlement, and the Judgment. If the
7 Court rejects the Stipulation, fails to enter the Order Determining Good Faith and Granting Final
8 Approval of Settlement, or if the Court fails to enter the Judgment, this Stipulation shall be void,
9 and Defendant shall have no obligation to make any payments under the Stipulation; however, the
10 Settling Parties and their counsel agree to take all reasonable efforts to fix any deficiencies the
11 Court cites for its non-approval as set forth in Paragraph 3.6.1.

12 3.5 *Releases.*

13 3.5.1 Upon the Effective Date, the Class Representative and each of the
14 Participating Class Members shall be deemed to have, and by operation of the Judgment shall
15 have, fully, finally, and forever released, relinquished, and discharged all Released Claims
16 applicable to each of them, as defined in 1.33 and 1.40, respectively.

17 3.6 *Termination of Settlement; Reasonable Steps to Cure.*

18 3.6.1 In the event that the settlement set forth in this Stipulation shall not be
19 approved in its entirety by the Court, or in the event that the Effective Date does not occur,
20 Defendant shall have the option to void the settlement, and in such case, no payments shall be
21 made by Defendant to anyone in accordance with the terms of this Stipulation, and this Stipulation
22 shall be deemed null and void with no effect on the Litigation whatsoever. Notwithstanding this
23 provision, the Settling Parties agree to take all reasonable steps to cure any deficiencies cited by
24 the Court as reason for non-approval of any matter(s) filed with the Court for approval. If the
25 Court changes the dates or deadlines of hearings provided for in this Stipulation by fewer than
26 three (3) months, this shall not be deemed a substantial change necessitating termination of the
27 settlement, provided that the Settling Parties agree to move other dates and deadlines in the
28 Stipulation accordingly. In the event that more than ten percent (10%) of the Class Members Opt

1 Out of the settlement by submitting valid and timely Opt Out Forms by the Opt Out Deadline,
2 Defendant shall have the right to nullify this settlement and Stipulation; however, Defendant must
3 notify Class Counsel of its intention to nullify the settlement and Stipulation within thirty (30)
4 calendar days after the expiration of the Opt Out Deadline. Should this occur, the parties agree to
5 equally bear the costs of settlement administration.

6 *3.7 Miscellaneous Provisions.*

7 3.7.1 No Person shall have any claim against Class Counsel, the Settlement
8 Administrator, or any of the Golfland Releasees based on the payments made or other actions
9 taken substantially in accordance with this Stipulation and the settlement contained herein or
10 further orders of the Court.

11 3.7.2 This settlement shall result in the release by Participating Class Members
12 of Released Claims including those arising under PAGA, arising from those allegations set forth in
13 the First Amended Complaint. The Settling Parties and their counsel agree that Defendant's
14 payment of \$7,500.00 to the LWDA for its share of the PAGA Penalties (75%) to settle the PAGA
15 claims is appropriate and proper consideration in the overall context of this Stipulation.

16 3.7.3 In the event that the Stipulation is not substantially approved by the
17 Court, after all reasonable steps to cure have been exhausted, or the settlement set forth in the
18 Stipulation is terminated, cancelled, declared void or fails to become effective in accordance with
19 its terms, or if the Judgment does not become final, or to the extent cancellation is otherwise
20 provided for in this Stipulation, the Settling Parties shall resume the Litigation at that time as if no
21 Stipulation had been entered. In such event, the terms and provisions of the Stipulation shall have
22 no further force and effect with respect to the Settling Parties and shall not be used in this
23 Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the
24 Court in accordance with the terms of the Stipulation shall be treated as vacated. Notwithstanding
25 any other provision of this Stipulation, if the Court should fail to award attorneys' fees to Class
26 Counsel in the full amount provided for in this Stipulation, no order of the Court or modification
27 of any order of the Court concerning the amount of any attorneys' fees and costs to be paid by
28 Defendant to Class Counsel pursuant to this settlement shall constitute grounds for cancellation or

1 termination of the Stipulation or grounds for limiting any other provision of the Judgment. If any
2 of Class Counsel's fees and costs are reduced by the Court, these funds will revert to the Class
3 Member Payout Fund. It is agreed that no order of the Court, including any order concerning
4 attorneys' fees, may alter or otherwise increase the Gross Settlement Amount.

5 3.7.4 The Settling Parties: (a) acknowledge that it is their intent to consummate
6 this agreement; (b) agree to cooperate to effectuate and implement all terms and conditions of the
7 Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of
8 the Stipulation; (c) agree to seek and to attempt to obtain Court approval for the Stipulation; and
9 (d) agree to reasonably work together to seek and attempt to obtain Court approval for the
10 Stipulation and final approval should the Court not grant approval upon the first presentation.

11 3.7.5 Unless otherwise ordered by the Court, in the event the Stipulation shall
12 be terminated, cancelled, declared void or fails to become effective in accordance with its terms,
13 within twenty (20) business days after written notification of such event, the party receiving notice
14 shall notify the other party of this event in writing.

15 3.7.6 The Stipulation compromises claims which were contested and the
16 subject of a good faith dispute, and it shall not be deemed an admission by any of the Settling
17 Parties as to the merits of any claim or defense. The Settling Parties agree that the amounts paid
18 in settlement of the Litigation and the other terms of the settlement were negotiated at arms' length
19 and in good faith with sufficient information by the Settling Parties and reflect a settlement that
20 was reached voluntarily after consultation with competent legal counsel.

21 3.7.7 All of the exhibits to the Stipulation are material and integral parts hereof
22 and are fully incorporated herein by this reference.

23 3.7.8 The Stipulation may be amended or modified only by a written
24 instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

25 3.7.9 The Stipulation constitutes the entire agreement among the Settling
26 Parties hereto and no representations, warranties, or inducements have been made to any party
27 concerning the Stipulation or its exhibits other than the representations, warranties, and covenants
28

1 contained and memorialized in such documents. Except as otherwise provided herein, each party
2 shall bear its own costs.

3 3.7.10 Class Counsel, on behalf of the Class, are expressly authorized by the
4 Class Representative to take all appropriate actions required or permitted to be taken by the Class
5 pursuant to the Stipulation to effect its terms and also are expressly authorized to enter into any
6 modifications or amendments to the Stipulation on behalf of the Class which they deem
7 appropriate.

8 3.7.11 Each counsel or other Person executing the Stipulation or any of its
9 exhibits on behalf of any Settling Parties hereby warrants that such Person has full and express
10 authority to do so.

11 3.7.12 The Stipulation may be executed in one or more counterparts. All
12 executed counterparts and each of them shall be deemed to be one and the same instrument. A
13 complete set of executed counterparts shall be filed with the Court.

14 3.7.13 The Stipulation shall be binding upon, and inure to the benefit of, the
15 successors and assigns of the parties hereto; however, this Stipulation is not designed to and does
16 not create any third party beneficiaries unless otherwise specifically provided herein.

17 3.7.14 The Court shall retain jurisdiction with respect to implementation and
18 enforcement of the terms of the Stipulation, and all parties hereto submit to the jurisdiction of the
19 Court for purposes of implementing and enforcing the settlement embodied in the Stipulation.

20 3.7.15 The Stipulation and the exhibits hereto shall be considered to have been
21 negotiated, executed, and delivered, and to have been wholly performed, in the State of California,
22 and the rights and obligations of the parties to the Stipulation shall be construed and enforced in
23 accordance with, and governed by, the internal, substantive laws of the State of California without
24 regard to principles of conflicts of law.

25 3.7.16 The language of all parts of this Stipulation shall in all cases be construed
26 as a whole, according to its fair meaning, and not strictly for or against either party. No party shall
27 be deemed the drafter of this Stipulation. The parties acknowledge that the terms of the
28 Stipulation are contractual and are the product of negotiations between the parties and their

1 counsel. Each party and his/its counsel cooperated in the drafting and preparation of the
2 Stipulation. In any construction to be made of the Stipulation, the Stipulation shall not be
3 construed against any party and the canon of contract interpretation set forth in California Civil
4 Code section 1654 shall not be applied.

5 3.7.17 Should any deadlines set forth in the Stipulation require any action to be
6 taken on a weekend or a Court holiday, then the action may be taken on the next business day,
7 unless otherwise specified by law or rule of Court, except that should the Opt Out Deadline or
8 Objection Deadline (or extension(s) thereof specified in the Stipulation relating to a deficiency
9 notice or a re-mailing) fall on a Saturday and regular U.S. Mail service is in operation that day,
10 then no further extension pursuant to this paragraph shall apply to these specific deadlines.

11 3.7.18 The parties agree that no party shall issue any press release of any sort to
12 the news media or otherwise, nor communicate in any way with any news or other media source,
13 concerning this Settlement Agreement or the Litigation. Nothing in this paragraph shall have any
14 effect upon a party's ability to communicate internally or with Settlement Class Members.
15 Nothing in this paragraph shall be deemed to prevent Defendant or Class Counsel from fulfilling
16 the requirements of Class Notice or communicating with Settlement Class Members.

17 READ AND AGREED TO INDIVIDUALLY AND ON BEHALF OF THE PROPOSED CLASS:

18
19 Dated: 9/27, 2017



Plaintiff Jackson Stovall

20
21
22
23 READ AND AGREED TO ON BEHALF OF GOLFLAND ENTERTAINMENT
24 CENTERS, INC.

25
26 Dated: _____, 2017

Fred Kenney
Chief Executive Officer
Golfland Entertainment Centers, Inc.

1 counsel. Each party and his/its counsel cooperated in the drafting and preparation of the
2 Stipulation. In any construction to be made of the Stipulation, the Stipulation shall not be
3 construed against any party and the canon of contract interpretation set forth in California Civil
4 Code section 1654 shall not be applied.

5 3.7.17 Should any deadlines set forth in the Stipulation require any action to be
6 taken on a weekend or a Court holiday, then the action may be taken on the next business day,
7 unless otherwise specified by law or rule of Court, except that should the Opt Out Deadline or
8 Objection Deadline (or extension(s) thereof specified in the Stipulation relating to a deficiency
9 notice or a re-mailing) fall on a Saturday and regular U.S. Mail service is in operation that day,
10 then no further extension pursuant to this paragraph shall apply to these specific deadlines.

11 3.7.18 The parties agree that no party shall issue any press release of any sort to
12 the news media or otherwise, nor communicate in any way with any news or other media source,
13 concerning this Settlement Agreement or the Litigation. Nothing in this paragraph shall have any
14 effect upon a party's ability to communicate internally or with Settlement Class Members.
15 Nothing in this paragraph shall be deemed to prevent Defendant or Class Counsel from fulfilling
16 the requirements of Class Notice or communicating with Settlement Class Members.

17 READ AND AGREED TO INDIVIDUALLY AND ON BEHALF OF THE PROPOSED CLASS:
18

19 Dated: _____, 2017
20 _____
21 Plaintiff Jackson Stovall

22
23
24 READ AND AGREED TO ON BEHALF OF GOLFLAND ENTERTAINMENT
CENTERS, INC.

25
26 Dated: 9-27, 2017
27 Fred B. Kenney
Fred Kenney
Chief Executive Officer
Golfland Entertainment Centers, Inc.
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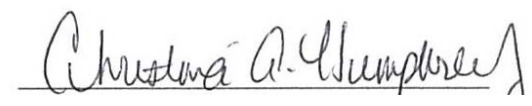
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APPROVED AS TO FORM:

Dated: September 27, 2017

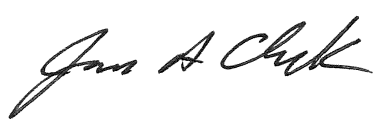
Derek S. Sachs
Lewis Brisbois Bisgaard & Smith LLP
Attorney for Defendant

Dated: September 27, 2017



Christina A. Humphrey
Humphrey & Rist LLP
Attorneys for Plaintiff and the Class

Dated: September 27, 2017

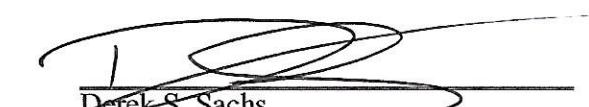


James A. Clark
Tower Legal Group, APC
Attorneys for Plaintiff and the Class

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