

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by, between and among Alejandro Rodriguez, individually and on behalf of the Settlement Class (“Plaintiff”) and Defendant The Olympic Club (“Defendant” or “The Olympic Club” and with Plaintiff, “Parties”). As detailed below, this Settlement Agreement releases and forever discharges and bars all claims asserted (or that could have been asserted) in the class action lawsuit captioned *Rodriguez v. The Olympic Club, and Does 1 through 100, inclusive*, Case No. CGC-23-605523, currently pending in the Superior Court of the State of California, in the County of San Francisco (the “Action”) or any related actions.

I. FACTUAL BACKGROUND AND RECITALS

1. On March 30, 2023, the Action was filed against The Olympic Club in the Superior Court of the State of California, in the County of San Francisco.

2. The Action relates to a data security incident impacting Defendant that occurred between March 31, 2022 and April 27, 2022, which was publicly disclosed by Defendant on March 10, 2023. The data security incident potentially affected certain Personal Information of approximately 2600 current and former Defendant employees and other individuals (“Data Incident”).

3. Defendant denies (i) the allegations and all liability with respect to facts and claims alleged in the Action, (ii) that the Class Representative in the Action and the class he purports to represent have suffered any damage and (iii) that the Action satisfies the requirements to be certified or tried as a class action under California Code of Civil Procedure Section 382. Nonetheless, Defendant has concluded that further litigation would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Neither this Settlement Agreement nor any negotiation or act performed, or document created in relation to the Settlement Agreement or negotiation or discussion thereof, is or may be deemed to be or may be used as an admission of any wrongdoing or liability.

4. The Parties began negotiating settlement as early as June 2023. Class Counsel and Defendant’s Counsel engaged in frequent telephone and email correspondences. The Parties were engaged in an offer and counteroffer process which took months to complete. By late July 2023, the Parties had made progress in settlement discussions and anticipated early case resolution. On August 10, 2023, as settlement negotiations continued, Defendant filed its Answer to Plaintiff’s Complaint. In August 2023, in anticipation of continued litigation and formal mediation, the Parties exchanged discovery and the Parties discussed their respective positions on the merits of the claims and class certification.

5. Following months of extensive arms-length negotiations, the Parties negotiated an agreement in principle on January 10, 2024, by which the Parties agree and hereby wish to resolve all matters pertaining to, arising from, or associated with the Action, including all claims Plaintiff and Settlement Class Members have or may have had against Defendant.

6. In exchange for the mutual promises, agreements, releases, and other good and valuable consideration provided for in this Agreement, and without any admission or concession by either Party, the Parties agree to a full, complete and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions:

II. DEFINITIONS

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

8. “Approved Claim” means a timely and properly submitted claim by a Participating Settlement Class Member that has been approved as a Valid Claim by the Settlement Administrator.

9. “Attested Time” means time spent remedying issues related to the Data Incident, as provided in Section III of this Agreement.

10. “Business days” means calendar days excluding Saturday, Sunday and any federal holiday.

11. “Claim Form” or “Claim” means the form Participating Settlement Class Members must submit to be eligible for a Settlement Payment under the terms of the Settlement. The Claim Form will be in a form substantially as shown on attached **Exhibit A**, which will be available on the Settlement Website.

12. “Claims Deadline” means the postmark date and/or online submissions deadline by which Participating Settlement Class Members must submit a complete Claim Form to be considered timely, which will occur ninety (90) days from the date that Notice is sent.

13. “Claims Period” means the period during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will start on the date Notice is sent and will end on the Claims Deadline.

14. “Class Counsel” means Scott Edward Cole of Cole & Van Note.

16. “Class Representative” and “Settlement Class Representative” means the named plaintiff Alejandro Rodriguez.

16. “Court” means the Honorable Andrew Y.S. Cheng, Judge of the Superior Court of the State of California, in the County of San Francisco or such other judge to whom the Action may hereafter be assigned.

17. “Data Incident” means the data security incident disclosed by Defendant on or about March 10, 2023, which is the subject of this Action.

18. “Defendant’s Counsel” and “The Olympic Club’s Counsel” means Christopher Wood and Michael K. Johnson of Lewis, Brisbois, Bisgaard & Smith LLP.

19. “E-mail Notice” means the content of the electronically mailed Notice to the proposed Settlement Class Members substantially in the form as shown in **Exhibit D** attached

hereto. The E-mail Notice will direct the recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys' fees, and the date of the Final Approval Hearing as defined below.

20. "Effective Date" means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment, or entry of the Final Approval Order and Judgment if no person or entity has standing to appeal or seek reconsideration; (ii) if there is an appeal or appeals or reconsideration sought the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; or (iii) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review.

21. "Fee Application" means any motion for an award of attorneys' fees, Litigation Costs and Expenses and Service Award Payments.

22. "Fee Award and Costs" means the amount of attorneys' fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

23. "Final Approval Order and Judgment" means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, finds that the Settlement Agreement is fair, reasonable and adequate and was entered into in good faith and without collusion, approves and directs the consummation of this Agreement, approves the Release contained in this Agreement and orders that as of the Effective Date that the Released Claims will be released as to the Parties, dismisses the Action with prejudice and without costs, except as explicitly set forth in this Agreement, otherwise satisfies the settlement-related provisions of the California Rules of Civil Procedure, and is consistent with all material provisions of this Settlement Agreement.

24. "Final Approval Hearing" means the hearing to be conducted by the Court to determine the fairness, adequacy and reasonableness of the Settlement pursuant to the California Rules of Civil Procedure and whether to issue the Final Approval Order and Judgment.

25. "Litigation Costs and Expenses" means reasonable costs and expenses incurred by Class Counsel in connection with commencing, prosecuting and settling the Action, as approved by the Court.

26. "Long-form Notice" means the long-form notice of settlement posted on the Settlement Website substantially in the form as shown in **Exhibit B** attached hereto.

27. "Notice" means notices of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order. Notice includes the Long-Form Notice (**Exhibit B**), Postcard Notice (**Exhibit C**) and/or E-mail Notice (**Exhibit D**) substantially in the form as shown in **Exhibit B**, **Exhibit C** and **Exhibit D** attached hereto.

28. “Notice Deadline” means the last day by which Notice must be issued to the Settlement Class Members and will occur twenty (20) days after entry of the Preliminary Approval Order.

29. “Notice and Administrative Expenses” means all expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement benefits to Settlement Class Members. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement including, but not limited to, any administrative expenses or fees, Settlement Website fees, state, local or federal taxes, and legal, accounting or actuarial fees related to the operation of this Settlement.

30. “Objection Deadline” is the last day on which a Settlement Class Member may make a written objection to the Settlement or Fee Application, which will be sixty (60) days after the Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.

31. “Opt-Out Deadline” and “Request for Exclusion Deadline” is the last day on which a Settlement Class Member must mail a written request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline. The postmark date shall constitute evidence of the date of mailing for these purposes.

32. “Out-of-Pocket Expenses” means out-of-pocket costs or expenditures that a Settlement Class Member incurred that are more likely than not caused by the Data Incident. Out-of-Pocket Expenses may include, without limitation, unreimbursed costs associated with fraud or identity theft including professional fees and fees for credit repair services and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges, as well as costs for credit monitoring or other mitigative services that were incurred on or between June 17, 2022 and the Claims Deadline.

33. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

34. “Postcard Notice” means the content of the mailed Notice to the Settlement Class Members substantially in the form as shown in **Exhibit C** attached hereto. The Postcard Notice will direct the recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees, and the date of the Final Fairness Hearing (as defined below).

35. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the California Rules of Civil Procedure, and determining that the Court will likely be able

to certify the Settlement Class for purposes of judgment, consistent with all material provisions of this Settlement Agreement.

36. “Personal Information” or “PII” means personally identifiable information certain information of individuals including but not limited to financial account information, account numbers, routing numbers and Social Security numbers.

37. “Released Claims” means any and all claims, rights, remedies, or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys’ fees and costs, interest or expenses), whether known or unknown (including “Unknown Claims”), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in the Action, including but not limited to those concerning the Data Incident. “Released Claim” shall also have the meaning ascribed to it as set forth in additional details in Section XIV below.

38. “Request for Exclusion” means the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from or “opt out” of the Settlement Class in the form and manner provided for in the Notice.

39. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of his role in this litigation, which shall not exceed two thousand dollars (\$2,000), as approved by the Court.

40. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

41. “Settlement Administration Costs” shall mean the costs incurred by the Settlement Administrator to administer the Settlement, including the cost of Notice, not to exceed \$14,625.

42. “Settlement Administrator” or “Claims Administrator” means Simpluris, subject to Court approval. Class Counsel and The Olympic Club’s Counsel may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

43. “Settlement Class” means: “All persons sent a written notice of the Data Incident The Olympic Club discovered on or about June 17, 2022.”

44. “Settlement Class List” means the mailing list used by Defendant to send its notice of the Data Incident disclosed by Defendant on or about March 10, 2023 to potentially affected persons containing the full names, addresses and email addresses, where known. Defendant shall

provide the Settlement Class List to the Settlement Administrator within ten (10) business days of entry of the Preliminary Approval Order.

45. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class. Each individual will be identified by a unique identification code assigned to them by the Settlement Administrator. This unique identification code will be used to verify that the individual is a member of the Settlement Class before a Settlement Payment is paid.

46. “Settlement Payment” or “Settlement Check” means the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member pursuant to a Valid Claim.

47. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiff’s Motion for Preliminary Approval of the Settlement, the Preliminary Approval Order, the Fee Application, and the operative Complaint in the Action. The Settlement Website shall also include a downloadable copy of the Longform Notice and the Claim Form for Settlement Class Members to access. The Settlement Website shall provide for secure online submission of the Claim Form and supporting documents. The Settlement Website will also provide a toll-free telephone number, contact form and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least thirty (30) days after all Settlement Payments have been distributed.

48. “Valid Claim” means a Settlement Claim, determined to be timely, complete and verified by the Settlement Administrator to meet all the required criteria for the type of claim being submitted, including the amount approved by the Settlement Administrator, subject to the dispute resolution process herein).

III. SETTLEMENT BENEFIT ALLOCATION AND CLAIM SUBMISSIONS

49. **Claims-made Basis and Claims Submission.** The Settlement shall be administered on a wholly claims-made basis. There is no cap on the number of Settlement Class Members who may submit claims and receive Settlement Payments. The Settlement Class exceeds 2,500 individuals, with available monetary benefits to each Settlement Class Member of up to \$6,000 for valid and timely claims. To receive relief, Settlement Class Members must submit a valid and timely claim to the Settlement Administrator. Claims will be subject to review for timeliness, completeness, and validity by the Settlement Administrator.

Participating Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by U.S. Mail to the

Settlement Administrator. Claim Forms must be submitted electronically through the Settlement Website or postmarked on or before the Claims Deadline.

50. Settlement Payment

a. Compensation for Ordinary Losses. Defendant will provide compensation for expenses and time expended addressing the Data Incident, up to a collective total of five hundred dollars (\$500) per person. Compensation for Ordinary Losses shall be paid upon submission of a valid and timely claim form and supporting documentation. Ordinary Losses include the following:

- (1) *Out-of-Pocket Expenses* incurred as a result of the Data Incident, including, without limitation, unreimbursed bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage or gasoline for local travel;
- (2) *Fees for credit reports, credit monitoring or other identity theft insurance products* purchased between June 17, 2022 and the date of the close of the Claims Period; and
- (3) *Up to 4 hours of time spent*, at twenty-two dollars and fifty cents (\$22.50) per hour for time spent dealing with the Data Incident.

b. Compensation for Extraordinary Losses. Defendant will provide compensation up to five thousand five hundred dollars (\$5,500) per Settlement Class Member for proven monetary loss if:

- (1) The loss is an actual, documented and unreimbursed monetary loss caused by misuse of the Settlement Class Member's PII or fraud associated with that PII;
- (2) The loss was more likely than not caused by the Data Incident;
- (3) The loss occurred between June 17, 2022 and the Settlement Claims Deadline; and
- (4) The loss is not already covered by one or more of the normal reimbursement categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all of the Settlement Class Member's credit monitoring insurance and identity theft insurance.

Settlement Class Members with Extraordinary Losses must submit plausible documentation supporting their claims to the Settlement Administrator, postmarked or submitted online on or before the

Claims Deadline which occurs ninety (90) days after the date that Notice is mailed.

51. **Assessing Claims for Ordinary Losses and Extraordinary Losses.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member and whether the claim submission was timely. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Out-of-Pocket Expenses reflects valid Ordinary Losses actually and reasonably incurred and, for Extraordinary Losses (as that term is used in Paragraph 51b of this Agreement), reflects losses that are “more likely than not caused by” the Data Incident; however, the Settlement Administrator may consult with Class Counsel and Defendant’s Counsel in making individual determinations. In assessing what qualifies as more likely than not caused by the Data Incident, the Settlement Administrator will consider (i) whether the timing of the loss occurred on or after June 17, 2022, (ii) whether the Personal Information used to commit identity theft or fraud consisted of the type of Personal Information identified in Defendant’s Notice of the Data Incident, and (iii) whether the documentation is valid and credible. The Settlement Administrator is authorized to contact any Settlement Class Member (by email, telephone, or U.S. Mail) to seek clarification regarding a submitted claim prior to deciding its validity and may also consider evidence provided by Defendant.

52. **Assessing Claims for Attested Time.** Settlement Class Members may submit claims for up to four (4) hours of time spent addressing the Data Incident. The Settlement Administrator is authorized to contact any Settlement Class Member (by email, telephone, or U.S. Mail) to seek clarification regarding a submitted claim prior to deciding its validity.

53. **Cure and Claims Review.** To the extent the Settlement Administrator determines a claim for Ordinary Losses or Extraordinary Losses is deficient in whole or part, the Settlement Administrator promptly shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via email, unless the claimant did not provide an email address, in which case such notifications shall be sent via U.S. Mail. If the Settlement Class Member attempts to cure the deficiencies but fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that final determination within ten (10) days of the determination. The Settlement Administrator will have sole discretion and authority to determine whether a Settlement Class Member fails to cure any deficiencies. The Settlement Administrator may consult with Class Counsel and Defendant’s Counsel in making such determinations.

After the Settlement Administrator has resolved and made its determination as to all submitted claims, the Settlement Administrator shall provide Class Counsel and Defendant’s Counsel reports as to both claims and distribution. The Parties may challenge the claims and distribution set forth in the reports. The reports to be provided shall include, for each approved claim, the name of the Settlement Class Member, a description of the approved claim including dollar amounts to be paid as extraordinary or ordinary losses, and all supporting documentation, including Claim Forms submitted. If counsel for the Parties agree that any such claim is improper, the Settlement Administrator shall follow counsel’s joint direction regarding the disposition of the

claim. If the Parties cannot agree on the disposition of a claim, the Settlement Administrator will revisit the challenged claim for final determination, to include the review of any information provided by counsel for the Parties. The Settlement Administrator's determination of whether a claim is a Valid Claim shall be binding, subject to the above right of review and challenge. All claims agreed to be paid in full by Defendant shall be deemed a Valid Claim.

54. **Time for Funding.** The Olympic Club will deposit with the Settlement Administrator sufficient funds to pay all Valid Claims within fifteen (15) business days of the later of: (i) the Effective Date, or (ii) the date the Settlement Administrator provides a list that includes the names of all approved claimants and the dollar amount and type of the approved claims, subject to the dispute resolution process set forth in Paragraph 54. In the event of any disputed claim, The Olympic Club will deposit additional funds sufficient funds to pay any disputed claim that the Settlement Administrator resolves in favor of the claimant within five (5) business days of being advised of the Settlement Administrator's resolution of the disputed claim.

IV. CREDIT MONITORING

55. **Credit Monitoring.** All Settlement Class Members who do not opt-out of participation in this settlement shall be offered an opportunity to enroll in two (2) years of one (1) bureau credit monitoring with at least one million dollars (\$1 million) in fraud protection. Settlement Class Members shall be offered credit monitoring whether or not they previously accepted complimentary credit monitoring offered by the Defendant in response to the Data Incident.

V. EQUITABLE RELIEF

56. **Remedial Measures/Security Enhancements.** Without admitting liability, Defendant has enacted and will maintain additional data security enhancements. Prior to the Effective Date, Defendant will prepare and provide Class Counsel a confidential declaration outlining security enhancements it has implemented.

VI. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

57. **Payment Timing.** Payments for Valid Claims for reimbursement for approved Settlement Payments as set forth in this Agreement shall be issued in the form of a check and/or an electronic payment to be mailed or initiated as soon as practicable after the settlement benefits are determined by the Settlement Administrator following the Effective Date and the date the claim is approved, but no later than 60 days from the Effective Date.

58. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within one hundred and eighty (180) days of their date of issue.

59. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), within fifteen (15) day after the check is returned, the Settlement Administrator shall send emails and/or place telephone calls to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to

Participating Settlement Class Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance and will thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

60. **Voided Checks.** If a Settlement Check becomes void, the Participating Settlement Class Member to whom the Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. No later than two hundred and ten (210) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on uncashed Settlement Checks.

VIII. SETTLEMENT CLASS NOTICE

61. **Notice.** Within ten (10) days of entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within twenty (20) days of entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice to Settlement Class Members.

62. **Manner of Giving Notice.** Subject to Court approval, the Settlement Administrator will provide the Class Notice to all Class Members as described herein. The cost of Notice will be paid from the Notice and Administration Expenses.

- a. *Notice.* As soon as practicable but starting no later than twenty (20) days from the date of the Preliminary Approval Order, the Settlement Administrator shall electronically transmit the E-mail Notice to Settlement Class Members for whom email addresses are available, and send Postcard Notice via First Class U.S. Mail, postage pre-paid, to Settlement Class Members for whom email addresses are not available. The Postcard and E-Mail Notices shall provide the Settlement Website URL, toll free telephone number, and post office box address for the Settlement Administrator.

Before mailing the Postcard Notice, the Settlement Administrator will update the addresses provided by Defendant with the National Change of Address (NCOA) database. It shall be conclusively presumed that the intended recipients received the Postcard Notice if the mailed Postcard Notices have not been returned to the Settlement Administrator as undeliverable within fifteen (15) days of mailing.

- b. *Settlement Website.* Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish the Settlement Website. The Parties shall confer and approve a mutually acceptable URL for the Settlement Website and a secure webserver to host the Settlement Website. The Settlement Website shall remain accessible until thirty (30) days after the Settlement Administrator has completed its obligations under the Settlement Agreement but no longer than 180 days after the Effective Date. The Settlement Website shall contain (i) the

Settlement Agreement, (ii) contact information for Class Counsel and Defendant's Counsel, (iii) contact information for the Settlement Administrator, (iv) the publicly filed motion for preliminary approval, motion for final approval and for attorneys' fees and expenses (once available), (v) the signed preliminary approval order, and (vi) a downloadable and online version of the Claim Form and Longform Notice. The Settlement Website shall provide for secure online submission of Claim Forms and supporting documents. The Settlement Website shall contain a prominent notification that "No Claims Forms will be accepted via email."

- c. Toll-Free Telephone Number. Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish a designated toll-free telephone number by which Settlement Class Members can obtain information about the Settlement and request paper forms of the Notice and Claim Form be sent to them by mail.
- d. Post Office Box. Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish a designated P.O. Box with the United States Postal Service to accept correspondence and claims from Settlement Class Members.

X. OPT-OUTS AND OBJECTIONS

63. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. Settlement Class Members must opt out if they do not wish to be bound to the Settlement. Settlement Class Members can opt out of the Settlement by mailing a Request for Exclusion to the Settlement Administrator. Settlement Class Members who do not opt out and who do not submit a claim will be bound to the Settlement. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable unequivocal statement that the individual does not wish to participate in the Settlement. The Notice also shall state (i) Settlement Class Members who do not opt-out of the Settlement will be bound by its terms, (ii) Settlement Class Members who do opt-out will receive no benefits from the Settlement, (iii) Settlement Class Members who opt out should not submit a Claim form, and (iv) by opting out, individuals give up their ability to participate in the Settlement, to include the receipt of benefits available through the Settlement.

- a. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the

release contained herein, and judgment entered thereon, unless he, she or they submits a valid and timely individual Request for Exclusion.

- b. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt Outs.
- c. All persons who Opt Out shall not receive any benefits or be bound by the terms of this Agreement.

64. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by sending written objections to the Settlement Administrator postmarked or emailed no later than the Objection Deadline. The written objection must include (i) the name of the proceedings, (ii) the Settlement Class Member's full name and current mailing address, (iii) a written statement of the specific grounds for the objection, as well as any legal basis and documents supporting the objection, (iv) a written statement as to whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class, (v) the identity of the attorneys representing the objector, (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing, and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Settlement Administrator will forward a copy of all objections received to counsel for the Parties within seven (7) days of the Objection Deadline. Class Counsel will include Settlement Class Member objections as exhibits to a declaration filed in support of the motion for final approval of the Settlement.

A Settlement Class Member, without prior notice to the Parties or Court, may appear at the Final Approval Hearing to make an objection even if the Settlement Class Member does not submit a written objection.

If a Settlement Class Member submits both a request for exclusion and an objection, the Settlement Administrator shall contact the Settlement Class Member using the information provided by that individual and inform the Settlement Class Member that they cannot both exclude themselves and object. The Settlement Class Member will be asked to choose between objecting and excluding themselves. If the Settlement Administrator does not receive a response from the Settlement Class Member, the Settlement Class Member will be deemed to have excluded themselves, and they will not be bound by the Settlement and the objection will be voided.

65. Any Settlement Class Member who fails to comply with the requirements for objecting as set forth immediately above shall waive and forfeit all rights he or she may have to appear separately and/or object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provision of the preceding paragraph. Without limiting the foregoing, any challenge to the Settlement Agreement, or the Judgment to be entered upon final approval, shall be pursuant to an appeal and not through a collateral attack.

XI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

66. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- (a) preparing, printing, and disseminating the Notice to Settlement Class Members;
- (b) administering and overseeing the Settlement Payments;
- (c) obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- (d) establishing and maintaining the Settlement Website and post office box;
- (e) establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call or otherwise communicate such inquiries within two (2) business days of the inquiry;
- (f) responding to mailed Settlement Class Member inquiries in a timely manner;
- (g) processing all claims submitted by Settlement Class Members and transmitting to Class Counsel and The Olympic Club's Counsel ;
- (h) receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and The Olympic Club's Counsel a copy thereof no later than five (5) days of the Objection Deadline and Opt-Out Deadline. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and The Olympic Club's Counsel;
- (i) working with the credit monitoring service provider to receive and send activation codes within thirty (30) days after the Effective Date of the Settlement Agreement;
- (j) after approval of Valid Claims, including the resolution of any requests for cure or challenges to claims, processing and transmitting Settlement Payments to Settlement Class Members;
- (k) providing the periodic reports and other materials to Class Counsel and The Olympic Club's Counsel specified in this Agreement;
- (l) engaging in the cure and claim dispute process with Settlement Class Members and counsel for the Parties as necessary;
- (m) in advance of the Final Approval Hearing, preparing a sworn declaration to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- (n) performing any function related to Settlement administration as agreed to among the Settlement Administrator, Class Counsel, and Defendant's Counsel.

67. **Limitation of Liability.** The Parties, Class Counsel, and The Olympic Club's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise, (ii) the management, investment or distribution of the Settlement Payments or credit monitoring, (iii) the formulation, design or

terms of the disbursement of the Settlement Payments, (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement benefits, or (v) the payment or withholding of any Taxes and Tax-Related Expenses.

68. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel and The Olympic Club's Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice, plan and the administration of the Settlement, (ii) the management, investment or distribution of the Settlement Payments, (iii) the formulation, design or terms of the disbursement of the Settlement Payments, (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement benefits, (v) any losses suffered by, or fluctuations in the value of the Settlement benefits, or (vi) the payment or withholding of any taxes and tax-related expenses.

69. **Settlement Administration Fees.** Defendant will pay the entirety of the Notice and Administrative Fees, separate and apart from the Settlement Payments.

XII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

70. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date.

71. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file an unopposed motion for preliminary approval of the Settlement.

72. **Final Approval.** Class Counsel shall file an unopposed motion for a Final Approval Order and Judgment of this Settlement consistent with this Settlement Agreement, to be issued following the Final Approval Hearing within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline.

73. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement between counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

XIII. MODIFICATION AND TERMINATION

74. **Modification.** The terms and provisions of this Agreement may be amended, modified or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications or expansions of this Agreement and its

implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce or limit the rights of Settlement Class Members under this Agreement.

75. **Termination.** If more than two percent of the Settlement Class exclude themselves from the Settlement (i.e., opt-out), Defendant, in its sole discretion, may terminate this Settlement. Defendant will bear all costs for which it is responsible under this Settlement through the date of termination, including all costs and fees then due and owing to the Settlement Administrator. Defendant will not be obligated to pay attorneys' fees and costs or service award if Defendant terminates the Settlement under this provision.

Additionally, Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of its election to do so ("Termination Notice"): (1) within seven (7) days of the Court's refusal to grant preliminary approval of the Settlement in any material respect; or (2) within fourteen (14) days of either of the following: (a) the Court's refusal to enter the Final Approval Order and Judgment in any material respect, or (b) the date upon which the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court.

XIV. RELEASES

76. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, the Settlement Class Representative and Participating Settlement Class Members, and each of their spouses and children with claims on behalf of the Settlement Class Member guardians and wards, and each of their respective heirs, executors, administrators, estates, representatives, agents, partners, predecessors, successors, co-borrowers, co-obligors, co-debtors, legal representative, attorneys, and assigns and all who claims through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasers) shall, be deemed to have, and by operation of Judgment shall have released, acquitted, relinquished, and forever discharged any and all Released Claims against The Olympic Club and its present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, related entities, departments, and any and all of their respective past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees and the predecessors, successors, and assigns of any of the foregoing ("Released Parties").

77. **Unknown Claims.** To the full extent allowed by law, Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and that the Settlement Class Representative or Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns does not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Settlement Class Representative, and his heirs, executors, administrators,

representatives, agents, partners, successors, attorneys, and assigns shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE PLAINTIFFS DO NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEFENDANT.

Settlement Class Representative, the Participating Settlement Class, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Releases and Released Claims, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this paragraph. The Parties acknowledge, and Participating Settlement Class Members shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

78. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and other Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against The Olympic Club and any of the Released Parties or based on any actions taken by The Olympic Club or any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

XV. SERVICE AWARD PAYMENT

79. **Service Award Payment.** At least sixteen (16) days before the Final Approval Hearing, Class Counsel will file a motion for final approval, including a Fee Application that will include a request for Service Award Payment for the Settlement Class Representative in recognition of his contributions to this Action. Defendant agrees not to oppose a service award up to two thousand dollars (\$2,000) for the Settlement Class Representative, subject to Court approval. Defendant may oppose a Service Award Payment requested greater than \$2,000. This service award shall be separate and apart from any other benefits available to the Settlement Class Representative and Participating Settlement Class Members under the terms of this Agreement. In the event the Court does not approve the full amount of the Service Award, The Olympic Club will pay the award in the amount approved by the Court unless otherwise directed by the Court (e.g., *cy pres* distribution of amount not awarded). The Settlement Administrator shall make the Service Award Payments to the Settlement Class Representative. Within seven (7) days of the Effective Date, Class Counsel shall provide the Settlement Administrator a properly completed and duly executed IRS Form W-9 for the Settlement Class Representative. Such Service Award

Payment shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than fourteen (14) days after the Effective Date.

80. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the Service Award Payment in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the service award or amount thereof shall constitute grounds for termination of this Agreement.

XVI. ATTORNEYS' FEES, LITIGATION COSTS AND EXPENSES

81. **Attorneys' Fees, Litigation Costs and Expenses.** At least sixteen (16) days before the Final Approval Hearing, Class Counsel will file a motion for final approval, including a Fee Application that will include a request for a Fee Award and Costs. Class Counsel will ask the Court to approve, and Defendants agree not to oppose, a Fee Award and Costs of up to one hundred fifty thousand dollars (\$150,000). Within seven (7) days of the Effective Date, Class Counsel shall provide The Olympic Club and the Settlement Administrator a properly completed and duly executed IRS Form W-9 for Class Counsel. Any Fee Award and Litigation Costs and Expenses shall be paid by the Settlement Administrator in the amount approved by the Court, no later than fourteen (14) days after the Effective Date.

82. **Allocation.** Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiff Counsel and any other attorneys. The Olympic Club shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

83. **Separate Consideration.** The amount(s) of any award of a Fee Award and Costs to Class Counsel and the Service Award Payment to the Settlement Class Representative, are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No order of the Court or modification or reversal or appeal of any order of the Court concerning the Fee Award and Costs and Service Award Payment, shall affect the finality and enforceability of the Final Approval Order and Judgment or constitute grounds for cancellation or termination of the Settlement Agreement.

XVII. NO ADMISSION OF LIABILITY

84. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims, class assertions, or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

85. **Limitations on the Use of this Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement, (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs, or (ii) is or may be deemed to be, or may be used as, an admission of, or

evidence of, any fault or omission by Defendant in the Action or in any proceeding in any court, administrative agency or other tribunal. Any of the Parties may file the Settlement Agreement and/or Final Approval Order and Judgment in any action that may be brought by or against them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

XVIII. MISCELLANEOUS

86. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

87. **Cooperation.** The Parties acknowledge that it is their intent, consistent with their arm's length settlement interactions to date, to (i) consummate this Settlement Agreement, (ii) cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement and (iii) exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

88. **Final and Complete Resolution.** The Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Action. The Settlement compromises claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim or defense. The Parties each agree that the Settlement was negotiated in good faith by the Parties, at arm's length and reflects a settlement reached voluntarily after consultation with competent counsel.

89. **Class Counsel Powers.** Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate to carry out the spirit of this Settlement Agreement and to ensure the fairness to the Settlement Class.

90. **Successors and Assigns.** The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties. No assignment of this Settlement Agreement will be valid without the other Party's prior written permission.

91. **Pronouns.** As used herein, "he" means "he, she, it or they;" "his" means "his, hers, it's or theirs;" and "him" means "him, her, it or them."

92. **Currency.** All dollar amounts are in United States dollars (USD).

93. **Execution in Counterparts.** The Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and execution of the counterparts shall have the same force and effect as if all Parties had signed the same instrument.

94. **No Construction Against the Drafter.** This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. The Settlement Class Representative and Defendant each acknowledge that each has been advised and are represented by legal counsel of his or her own

choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

95. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties regarding the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties and the Parties' counsel. This Agreement may not be changed, modified or amended except in writing signed by all Parties, and, once a motion for Preliminary Approval has been filed, only with Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent agreement of the Parties.

96. **Paragraph Headers.** Use of paragraph headers in this Agreement is for convenience only and shall not have any impact on the interpretation of particular provisions.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Plaintiff and Defendant have executed this Settlement Agreement and Release of Claims on the dates indicated below:

Alejandro Rodriguez
ID pHbG0yAozXQuMW1nNVaRcYDI

7/25/2024


Class Representative Alejandro Rodriguez

Date

Tim Muessle
General Manager / Chief Operating Officer
For The Olympic Club

Date

APPROVED AS TO FORM:



Scott Edward Cole, Esq.
Cole & Van Note
Attorneys for Class Representative and Settlement Class

7/31/24

Date

Christopher Wood
Lewis Brisbois Bisgaard & Smith LLP
Attorney for Defendant The Olympic Club

Date

IN WITNESS WHEREOF, Plaintiff and Defendant have executed this Settlement Agreement and Release of Claims on the dates indicated below:



Class Representative Alejandro Rodriguez

Date

7/30/2024

Tim Muesse
General Manager / Chief Operating Officer
For The Olympic Club


Date

APPROVED AS TO FORM:

Scott Edward. Cole, Esq.
Cole & Van Note

Date

Attorneys for Class Representative and Settlement Class



Christopher Wood
Lewis Brisbois Bisgaard & Smith LLP
Attorney for Defendant The Olympic Club

07/24/24

Date

eSignature Details

Signer ID:	pHbGDyAozXQuMW1nNVwRcYDi
Signed by:	Alejandro Rodriguez
Sent to email:	sfwirelessguy@gmail.com
IP Address:	165.235.73.37
Signed at:	Jul 25 2024, 2:15 pm PDT