

DOCKET NO.: X10 UMY-CV22-6072520-S : SUPERIOR COURT
 :
 WAYNE JONES : J.D. OF WATERBURY
 Individually and on behalf of all other :
 Similarly situated individuals : COMPLEX LITIGATION DOCKET
 :
 V. :
 :
 REDDING GOLF and COUNTRY CLUB, LLC :
 As successor in interest to :
 OLD CLUB, INC. formerly known as :
 REDDING COUNTRY CLUB, INC. : JANUARY 16, 2026

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (the “Agreement”) is entered into between Plaintiff Wayne Jones (“Jones” or “Plaintiff” or “Class Representative”) and Anthony J. LaBella, Esq. (“Class Counsel”), on behalf of Jones, the Class,¹ all Class Members, the Settlement Class, all Settlement Members, individually, as well as on behalf of their heirs, executors, administrators, estates, trustees, subrogees, agents, attorneys, successors and/or assigns along with Class Counsel (collectively, the “Releasers”), on the one hand, and the Defendant, Redding Golf and Country Club, LLC (“New Club”) as Successor in Interest to Old Club, Inc., formerly known as Redding Country Club, Inc. (“RCC”) (collectively, the “Defendant”), on the other hand, subject to preliminary and final Court approval as required by Connecticut Practice Book §§ 9-8 and 9-9.

WHEREAS, RCC was a non-profit country club operating in Redding, Connecticut; and

WHEREAS, Jones was a member of RCC; and

WHEREAS, Jones alleges that, on about September 25, 1998, RCC’s Board of Managers approved a resolution whereby each member of RCC was issued a Capital Certificate for Special Assessment in the face amount of \$6,000 in exchange for the payment of this sum to RCC; and

WHEREAS, Jones also claims alleges that, on or about March 22, 2002, RCC increased the amount of the Capital Certificates for Special Assessment in exchange for additional payments from all members of RCC and new Capital Certificates for Special Assessment in the face amount of \$8,500 were issued and the previously issued Capital Certificates for Special Assessment were deemed to be canceled; and

WHEREAS, the 1998 and 2002 Capital Certificates for Special Assessment, together with all amendments, addenda and riders thereto, are collectively referred to herein as the “Capital Certificates”

¹ As used in this Agreement, the “Class” and “Class Members” are as defined by the Court (J. W. Glen Pierson) in its Order dated January 10, 2024 (Docket Entry 133.20), as expanded by the Revised Motion to Amend Class Definition (Docket Entry 157.00) and the Court’s Order granting that Motion (Docket Entry 157.10).

or “Bonds;” and

WHEREAS, Jones further alleges that, for a period of time, RCC repaid the Capital Certificates and then created and maintained a list of former members waiting for reimbursement of their Capital Certificates (“Bond List”); and

WHEREAS, Jones claims that, on November 1, 2008, he resigned from the Club and was placed on the Bond List; and

WHEREAS, it is Jones’s position that he was entitled to be repaid by RCC on the Bond but that RCC failed to do so in breach of its obligations under the terms of the Bond; and

WHEREAS, Jones initiated this action, captioned *Wayne Jones, et al. v. Redding Golf and Country Club, LLC, et al.*, Docket No. X10 UMY-CV22-6072520-S, pending on the Complex Litigation Docket of the Connecticut Superior Court for the Judicial District of Waterbury (the “Action”) on behalf of himself and other allegedly, similarly affected individuals, namely, former members of RCC on the Bond List; and

WHEREAS, by Order dated January 10, 2025 (Entry No. 133.20), Plaintiff’s Motion for Class Certification was granted; and

WHEREAS, on November 12, 2025, Class Counsel filed a Revised Motion to Amend the Class Definition (Entry No. 157.00) and the Court granted the Motion (Entry No. 157.10), with the consent of the Defendant as a component of the overall settlement structure described below; and

WHEREAS, the Defendant denied all of the allegations in the Action, asserted numerous legal and factual defenses to the claims being made and denied and denies any and all liability whatsoever; and

WHEREAS, notwithstanding their respective positions, Jones and the Defendant (collectively, the “Parties” and, individually, a “Party”) desire to resolve the dispute, based upon the terms and conditions contained herein, which were the result of vigorous, arms-length negotiations, in order to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation; and

WHEREAS, Jones and Class Counsel have concluded, after discovery and investigation of the facts and after carefully considering the circumstances of the Action, including the claims asserted therein, the status of the Action and the possible legal, factual and procedural defenses thereto, that the settlement, as set forth herein, is fair, reasonable and adequate and in the best interests of the Releasors;

NOW, THEREFORE, in consideration of the above, mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that any and all claims made or that could have been made against the Defendant, which, for purposes of this Agreement and the releases contained herein, shall include its past and present divisions, parent entities, affiliates, subsidiaries, officers, directors, agents, attorneys, employees, successors, assigns, insurers, reinsurers, independent contractors, legal representatives, heirs, estates, successors and assigns, by or on behalf of the Releasors be released, settled and compromised, without costs to either Party, except as hereinafter provided, subject to the approval of the Court, on the

following terms and conditions.

I. SETTLEMENT TERMS

- (a) The Defendant shall pay a total of \$400,000.00 (Four Hundred Thousand Dollars) (“Settlement Amount”) in equal annual installments of \$80,000.00 (Eighty Thousand Dollars) each over 5 (five) years (hereinafter the “Annual Settlement Payment(s)” or, collectively, the “Settlement Funds”), for the benefit of the Class.
- (b) From each Annual Settlement Payment, Class Counsel shall be paid his fee (“Class Counsel Fee”), to be approved by the Court, in the Court’s sole discretion, to be split and paid equally, on a *pro rata* basis over the five (5) years, plus the Annual Administration Fee (as defined below). Class Counsel shall file a formal motion for attorney’s fees and costs at the appropriate time, in his sole discretion. The Defendant shall not oppose such application. This Agreement shall remain fully enforceable, without any additional contribution from the Defendant, even if the Court chooses, in its sole discretion, to deny or award Class Counsel or Annual Administration Fees that are lower than the amounts sought in the motion to be filed by Class Counsel. To be clear, the Class Counsel and Annual Administration Fees shall be deducted from, and not in added to, the Settlement Amount.
- (c) From each Annual Settlement Payment, the Class Representative as well as any additional Class Members entitled to a fee, to be approved by the Court, in the Court’s sole discretion, shall be paid their fee (“Class Representative Fee”), to be split and paid equally, on a *pro rata* basis over the five (5) years. Class Counsel shall file a formal motion for approval of any such fees at the appropriate time, in his sole discretion. The Defendant shall not oppose such application. This Agreement shall remain fully enforceable, without any additional contribution from the Defendant, even if the Court chooses, in its sole discretion, to deny or award Class Representative Fees that are lower than the amounts sought in the motion to be filed by Class Counsel. To be clear, the Class Representative Fee shall also be deducted from, and not in added to, the Settlement Amount.
- (d) Any federal, state, municipal, or other taxes, contributions, or withholdings that may be owed or payable by Class Counsel, the Class Representatives or the Releasors, or any tax liens that may be imposed, on the sums paid to Class Counsel, the Class Representatives or the Releasors pursuant to this Agreement are the sole and exclusive responsibility of Class Counsel, the Class Representatives or the Releasors, respectively, and any amounts required to be withheld for tax purposes (if any) will be deducted from those payments. Class Counsel, the Class Representatives and the Releasors shall defend and indemnify the Defendant from any and all claims, damages and liabilities arising from their failure to comply with this provision, with the Defendant’s choice of counsel.
- (e) After deducting the Class Counsel Fee, Annual Administration Fee, Class Representative Fees and any applicable taxes, the balance of each Annual Settlement Payment shall be split and paid equally to the Settlement Members, on a *pro rata* basis over the five (5) years (the “Uniform Annual Payments”).

- (f) Upon final approval of the settlement, any remaining value of the Capital Certificates after deducting the combined Uniform Annual Payments shall be deemed gifts to the New Club for tax purposes on behalf of all Releasers.
- (g) The first Annual Settlement Payment shall be made within sixty (60) days of entry of the Order and Final Judgment if there is no timely appeal noticed by an objector from same (or within sixty (60) days of final resolution of any appeal from the Order and Final Judgment if an appeal is taken and the Order and Final Judgment is affirmed) and the remaining four (4) Annual Settlement Payments shall be made on each yearly anniversary thereof for the next four (4) years.
- (h) The Annual Settlement Payments shall be made payable to Class Counsel, as Trustee, to be held for the benefit of the Class, by wire or certified funds, or as otherwise reasonably directed by Class Counsel. Class Counsel shall maintain the Settlement Funds in a segregated, stand-alone account dedicated to this matter subject to regular reconciliation.
- (i) Class Counsel shall act as the settlement administrator and shall be solely responsible, at his sole cost, for administering, managing and overseeing the Settlement Notice, Settlement Funds and Uniform Annual Payments to the Settlement Members. As part of the proposed settlement, Class Counsel shall receive an annual fee of Eight Hundred Dollars (\$800.00) to account for any fees, costs and disbursements associated with administering the settlement, the stand-alone account reconciliation, including *de minimis* costs of a para-professional, advertisements, locating and issuing notice to Class Members and the issuance of payments (the “Annual Administration Fee”).
- (j) The Defendant and its counsel shall have no responsibility or obligation for administering, managing and/or overseeing the proposed settlement, the Settlement Notice, Settlement Funds and/or the Uniform Annual Payments to the Settlement Members. Specifically, the Defendant and its counsel shall not be responsible for any cost that may be incurred by the Class or Class Counsel in: (a) responding to inquiries about the Agreement, the settlement or the Action; (b) defending the Agreement or the settlement against any challenge to it; or (c) defending against any challenge to any order or judgment entered pursuant to the Agreement. Indeed, upon entry of the Order and Final Judgment, the Defendant shall be relieved of all obligations to the Releasers, including any and all alleged obligations relating to the Capital Certificates and this Action, with the exception of making the Annual Settlement Payments and fulfilling any other obligations, if any, as set forth in this Agreement. Class Counsel, the Class Representatives and the Releasers shall defend and indemnify the Defendant from any and all claims, damages and liabilities arising from the administration, management and oversight of the Settlement Notice, Settlement Funds and Uniform Annual Payments to the Settlement Members, with the Defendant’s choice of counsel.

II. SETTLEMENT PROCESS.

- (a) Promptly upon the full execution of this Agreement, Class Counsel shall file a Motion for Preliminary Approval with the Court, seeking entry of the proposed Preliminary Order of

Approval (Exhibit 1). This Agreement shall be filed with the Motion for Preliminary Approval. The Motion for Preliminary Approval shall be mutually acceptable to, and may not be modified without the mutual consent of, each of the Parties, in their sole and absolute discretion.

- (b) Upon preliminary approval of the settlement and within thirty (30) days of entry of the Preliminary Order of Approval, Class Counsel shall provide all Class Members with notice of the settlement in the same manner as the original class notification, to wit: (1) via Short Form Notice (Exhibit 2) with Opt-Out Form (Exhibit 3), Payment Directive Form (Exhibit 4) and copy of the Preliminary Order of Approval e-mailed or, if e-mailing is not successful, mailed to all Class Members; and (2) via Long-Form Notice (Exhibit 5) posted to the existing Class Action website and disseminated in hard copy to any Class Members who request it (collectively, the "Settlement Notice").
- (c) Upon providing the Settlement Notice, each Class Member shall then have thirty (30) days to object, submit a duly-acknowledged Opt-Out Form or submit a duly-acknowledged Payment Directive Form to Class Counsel, all in compliance with the directives contained in the Preliminary Order of Approval. Unless they specifically opt-out of the settlement in compliance with the Preliminary Order of Approval, all Class Members shall be deemed to be a part of the "Settlement Class," defined as "Settlement Members" and subject to the terms, conditions and releases of this Agreement, once approved by the Court.
- (d) A Class Member is not entitled to submit both an objection and Opt-Out Form. If a Class Member submits both an objection and Opt-Out Form, Class Counsel will send a letter explaining that the Class Member may not make both of these requests and asking the Class Member to make a final decision as to whether to opt-out or object and inform Class Counsel of that decision within ten (10) days from when the letter from Class Counsel is postmarked. If the Class Member does not respond to that communication by letter postmarked within ten (10) days after Class Counsel's letter was postmarked (or by the objection deadline, whichever is later), the Class Member will be treated as having objected and will be deemed part of the Settlement Class.
- (e) If, after the Fairness Hearing, the Court approves the proposed settlement, Class Counsel shall then request that the Court enter an Order and Final Judgment pursuant to Connecticut Practice Book § 9-9(c)(1), with the proposed form of such order/judgment to be reviewed and approved by counsel for the Defendant.
- (f) If any Settlement Member fails to provide a duly-executed Payment Directive Form to Class Counsel within thirty (30) days of proving the Settlement Notice or Class Counsel cannot contact any Settlement Members within such thirty (30) day period, despite his best efforts, such Settlement Member shall be deemed to have waived their right to receive the Uniform Annual Payments and such Settlement Member's share of the Annual Settlement Payment shall be split and paid equally to the remaining Settlement Members. In addition, if a Settlement Member has died, or is incapacitated, representatives must identify themselves and provide sufficient evidence to Class Counsel of that person's authority to act on the estate's or incapacitated Settlement Member's behalf within thirty (30) days of

Settlement Notice. If any Settlement Member's representative fails to do so, the Settlement Member shall also be deemed to have waived their right to receive the Uniform Annual Payments and such Settlement Member's share of the Annual Settlement Payment shall likewise be split and paid equally to the remaining Settlement Members.

- (g) The Parties and their principals shall cooperate in good faith, use best efforts and execute any documents required by each other to effectuate the resolution contemplated herein and the Parties' intent in this regard.

III. RELEASES/WAIVERS.

- (a) Upon entry of the Order and Final Judgment, any and all claims, damages and liabilities arising out of or relating in any way to the Capital Certificates, including but not limited to any claims that were or could have been alleged in the Action, both known and unknown (collectively, the "Released Claims"), shall be released, waived and forever discharged on behalf of the Releasers and the Defendant shall be released and forever discharged from the Released Claims.
- (b) Upon entry of the Order and Final Judgment, the Releasers will be forever barred and enjoined from commencing, filing, initiating, instituting, prosecuting, maintaining, or consenting to any action against the Defendant, or any of them, with respect to the Released Claims. Specifically, Plaintiff and Class Counsel covenant and agree, on behalf of themselves and the Releasers, that: (1) the Releasers nor anyone else authorized to act on behalf of any of them, will commence, authorize, or accept any benefit from any judicial or administrative action or proceeding, other than as expressly provided for in this Agreement, against the Defendant, or any of them, in either their personal, corporate or representative capacities, with respect to any claim, matter, or issue that in any way arises from, is based on, or relates to, any alleged loss, harm, or damages allegedly caused by the Defendant, or any of them, in connection with the Released Claims; (2) the Releasers waive and disclaim any right to any form of recovery, compensation, or other remedy in any such action or proceeding brought by, or on behalf of, any of them; and (3) this Agreement shall be a complete bar to any such action. In the event of a breach of the Settlement Agreement by the Defendant, the Releasers' sole recourse would be to seek to enforce the terms hereof.
- (c) Jones and Class Counsel, on behalf of all Releasers, hereby expressly, knowingly, and voluntarily waive the provisions of any state, federal, municipal, local, or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries, and/or damages that are unknown or unsuspected to exist at the time a settlement agreement is executed and/or approved by a court. Jones and Class Counsel, on behalf of all Releasers, also expressly acknowledge and assume all risk, chance, or hazard that the damage allegedly suffered may be different, or may become progressive, greater, or more extensive than is now known, anticipated, or expected. Furthermore, Jones and Class Counsel, on behalf of all Releasers, specifically release any right they may now or hereafter have to reform, rescind, modify, or set aside this Agreement and the releases contained herein through mutual or unilateral mistake or otherwise and they assume the risk of such uncertainty and mistake with respect to the consideration herein mentioned and with

respect to this being a final settlement.

IV. CONTINGENCIES/TERMINATION.

- (a) The settlement contemplated herein, including the Defendants' obligation to pay the Settlement Amount and make the Annual Settlement Payments, is expressly contingent on the Court granting both preliminary and final approval of the proposed settlement on terms and conditions substantially similar to those contained herein.
- (b) The Defendant and Class Counsel (with the consent of Jones) shall each have the right to terminate this Agreement by providing written notice of their election to do so to each other within ten (10) days of: (1) the Court denying the Motion for Preliminary Approval; (2) the Court declining to enter the proposed Preliminary Order of Approval in a form materially consistent with the form submitted jointly by the Parties, which shall include material alterations to the Settlement Notice or other alterations that materially impact either Party's rights and/or obligations, in their sole discretion; (3) the Court denying the request for the Order and Final Judgment approving the settlement; (4) the Court declining to enter the Order and Final Judgment in a form materially consistent with this Agreement (other than determining, in the Court's sole discretion, the amount of the Class Counsel Fee, Administrative Fee and/or Class Representative Fees) or includes other alterations that materially impact either Party's rights and/or obligations, in their sole discretion; (5) the date upon which the Order and Final Judgment is modified or reversed in any material respect by any court of competent jurisdiction (except with respect to the amount of the Class Counsel Fee, Administrative Fee and/or Class Representative Fees); or (6) the mutual written agreement of the Defendant, Jones and Class Counsel to terminate the Agreement. The Defendant shall also have the right to terminate this Agreement by providing written notice of its election to do so to Class Counsel within ten (10) days of the date upon which: (1) the deadline for opting out of the Settlement Class has expired and more than Five Percent (5%) of Class Members have declined to participate in the settlement by opting out of the Settlement Class; or (2) any financial obligation is imposed upon the Defendant arising out of the Released Claims in addition to and/or greater than those specifically accepted by the Defendant in this Agreement or its rights and/or obligations are otherwise materially impacted.
- (c) In the event any of the Parties exercise the right of terminate under this Agreement, upon sending notice, this Agreement shall immediately be null and void and the rights and obligations of the Parties shall be identical to those prior to the execution of this Agreement, except for any provisions explicitly designated as surviving, or due to their very nature shall survive, the termination. In the event either Party exercises any rights of termination, the Party exercising such option shall file a motion asking that any orders entered by the Court in accordance with this Agreement be vacated. The motion shall include a request that the Court provide a reasonable opportunity to file additional motions, objections thereto, and engage in such other further proceedings as were contemplated before the Parties entered into this Agreement. The Party not exercising the right to terminate shall have a reasonable opportunity to respond thereto.

- (d) The Parties agree that this Agreement, whether or not approved by the Court, and any and all negotiations, documents and discussions associated with this Agreement shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by the Defendant, or of the truth of any of the claims or allegations contained in the Complaint, and evidence thereof shall not be discoverable or used directly or indirectly by Jones, Class Counsel, the Releasors or any third party, in any way for any purpose, except that the provisions of this Agreement may be used by the Parties to enforce its terms hereof. This Agreement, all discussions leading thereto, and all of the terms herein constitute compromises and offers to compromise under Connecticut Code of Evidence 4-8 and any similar state court rule or statute precluding admissibility thereof as evidence of the validity or amount of a disputed claim. In the event that this Agreement is terminated pursuant to its terms, nothing in this Agreement or its negotiation may be used as evidence in any action. The Parties expressly waive the potential applicability of any doctrine, case law, statute, or regulation, which, in the absence of this paragraph of this Agreement, could or would otherwise permit the admissibility into evidence of the matters referred to in this provision. The Parties expressly reserve all their rights, claims and defenses if this Agreement is not approved by the Court or is otherwise properly terminated under the terms of this Agreement. The Parties also agree that this Agreement, as well as any orders, pleadings or other documents entered in furtherance of this Agreement, and any acts in the performance of this Agreement are not intended to be, nor shall they in fact be, admissible, discoverable or relevant in any other case or other proceeding against the Defendant to establish grounds for certification of any class, to prove either the acceptance by any Party hereto of any particular legal theory, or as evidence of any obligation that any Party hereto has or may have to anyone. This provision shall survive any termination of this Agreement.

V. MISCELLANEOUS.

- (a) **No Assignment of Claims.** Each of the Parties hereby represents and warrants to each other that there has been no assignment or other transfer of any interest or claim being alleged in the Action or otherwise being resolved by this Agreement.
- (b) **Entire Agreement.** This Agreement represents the sole and entire agreement between the Parties and supersedes all prior agreements, negotiations and discussions between the Parties hereto and/or their respective counsel with respect to the resolution of the Action.
- (c) **Modification.** This Agreement cannot be amended, supplemented or modified and no provision may be waived except by a written instrument executed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought.
- (d) **Construction.** This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the State of Connecticut. The terms of this Agreement have been negotiated by the Parties and the language of the Agreement shall not be construed in favor of or against any particular Party. The headings used herein are for reference only and shall not affect the construction of this Agreement.

- (e) **Forum Selection.** The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the Parties prior to initiating litigation. If they cannot be resolved by informal negotiation, any dispute arising out of or relating to this Agreement shall be submitted to the Connecticut Superior Court for the Judicial District of Waterbury, Complex Litigation Docket, for resolution. All Parties specifically waive any jurisdictional defenses to such an action and submit to the jurisdiction of same. The Court shall retain jurisdiction over the implementation and enforcement of this Agreement for this purpose.
- (f) **Severability.** In the event that any provision in or obligation under this Agreement shall be held to be invalid, illegal or unenforceable for any reason in any jurisdiction, the validity, legality or enforceability of other provisions in, or obligations under, this Agreement shall not in any way be affected or impaired thereby.
- (g) **Authority.** In entering into this Agreement, the Parties specifically acknowledge and represent that: (1) each Party has had an opportunity to review this Agreement before execution; (2) each Party has had the opportunity to consult with counsel of their choice; (3) the Parties have entered into and have signed this Agreement voluntarily, without being under any mental disability and without any undue influence from anyone; and (4) the Parties fully understand and agree to perform and abide by all of the terms of this Agreement. Each of the Parties represents that it/he/she has full and absolute authority to sign this Agreement and be bound thereby and, if needed, such execution has been fully and duly authorized and has full authority to bind the signatory entity.
- (h) **Execution.** This Agreement may be executed in counterparts, which together shall constitute a fully executed original. Copies of and electronic signatures shall constitute and be binding as though they were originals.
- (i) **Heirs, Successors and Assigns.** This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective heirs, successors and assigns.
- (j) **Prevailing Party.** If a suit or action is filed to interpret or enforce this Agreement, the prevailing party shall be entitled to be awarded its reasonable expert and attorneys' fees in addition to other costs and disbursements allowed by laws, including the same with respect to an appeal.
- (k) **Notices.** Any notices required under this Agreement shall be made in writing by a national overnight carrier such as Federal Express or UPS, or by Certified Mail, Return Receipt Requested and by email to each Party's respective attorneys at:

If to Jones, the Releasors or Class Counsel:

Anthony J. LaBella, Esq.
Anthony J. LaBella, Esq., P.C.
1100 Kings Highway East Suite 2B
Fairfield, CT 06825

anthony@ajlesq.com

If to the Defendant:

Kimberly A. Sanford, Esq.
Harriton & Furrer, LLP
83 Wooster Heights Road, Suite 125
Danbury, CT 06810
kasanford@hflawllp.com

Service is deemed complete upon mailing.

- (l) **Deadlines.** In the event any date or deadline set forth in this Agreement falls on a weekend or federal or state legal holiday, such date or deadline shall be on the first business day thereafter.
- (m) **Retention of Records.** Class Counsel shall retain copies or images of all returned mailed notices, correspondence related thereto and settlement checks in their possession for a period of two (2) years after the final Annual Settlement Payment has been paid and disbursed to the Settlement Members. After this time, the Class Counsel shall provide its records to the Defendant, if the Defendant so desires. If not, Class Counsel shall destroy any such documentary records they have in their possession regarding the administration of the settlement (including all Class Member information).
- (n) **Communication.** The Defendant may communicate with Class Members in the ordinary course of its business. The Defendant, however, will refer inquiries regarding this Agreement and the administration of the settlement to the Class Counsel. Class Counsel may respond to Class Member inquiries.
- (h) **Effective Date.** This Agreement shall not become effective until it has been executed by all Parties. The “Effective Date” of the Agreement shall be the date on which the last party executes this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

[SIGNATURE PAGE TO FOLLOW ON NEXT PAGE]

ON BEHALF OF THE CLASS REPRESENTATIVE, THE CLASS AND ALL CLASS MEMBERS

Signature: _____

Dated: _____

Anthony J. LaBella, Esq.

Anthony J. LaBella, Esq., P.C.

1100 Kings Highway East Suite 2B

Fairfield, CT 06825

anthony@ajlesq.com

(203) 515-1870

Juris No.: 442193

ON BEHALF OF THE DEFENDANT:

Signature: *Kimberly A. Sanford*

Dated: January 16, 2025

Kimberly A. Sanford, Esq.

Harriton & Furrer, LLP

83 Wooster Heights Road, Suite 125

Danbury, CT 06810

kasanford@hflawllp.com

(914) 730-3400

Juris No.: 426227

EXHIBIT 1

PROPOSED ORDER

DOCKET NO.: X10 UMY-CV22-6072520-S	: SUPERIOR COURT
	:
WAYNE JONES	: J.D. OF WATERBURY
Individually and on behalf of all other	:
Similarly situated individuals	: COMPLEX LITIGATION DOCKET
	:
V.	:
	:
REDDING GOLF and COUNTRY CLUB, LLC	:
As successor in interest to	:
OLD CLUB, INC. formerly known as	:
REDDING COUNTRY CLUB, INC.	: JANUARY __ 2026

**[PROPOSED] ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Before this Court is the Motion of Plaintiff Wayne Jones (“Jones” or “Plaintiff” or “Class Representative”) and Anthony J. LaBella, Esq. (“Class Counsel”), filed with the consent of the Defendant, Redding Golf and Country Club, LLC (“New Club”) as Successor in Interest to Old Club, Inc., formerly known as Redding Country Club, Inc. (“RCC”) (collectively, the “Defendant”).

WHEREAS, RCC was a non-profit country club operating in Redding, Connecticut; and

WHEREAS, Jones was a member of RCC; and

WHEREAS, Jones alleges that, on about September 25, 1998, RCC’s Board of Managers approved a resolution whereby each member of RCC was issued a Capital Certificate for Special Assessment in the face amount of \$6,000 in exchange for the payment of this sum to RCC; and

WHEREAS, Jones also claims alleges that, on or about March 22, 2002, RCC increased the amount of the Capital Certificates for Special Assessment in exchange for additional payments from all members of RCC and new Capital Certificates for Special Assessment in the face amount

of \$8,500 were issued and the previously issued Capital Certificates for Special Assessment were deemed to be canceled; and

WHEREAS, the 1998 and 2002 Capital Certificates for Special Assessment, together with all amendments, addenda and riders thereto, are collectively referred to herein as the “Capital Certificates” or “Bonds;” and

WHEREAS, Jones further alleges that, for a period of time, RCC repaid the Capital Certificates and then created and maintained a list of former members waiting for reimbursement of their Capital Certificates (“Bond List”); and

WHEREAS, Jones claims that, on November 1, 2008, he resigned from the Club and was placed on the Bond List; and

WHEREAS, it is Jones’s position that he was entitled to be repaid by RCC on the Bond but that RCC failed to do so in breach of its obligations under the terms of the Bond; and

WHEREAS, Jones initiated this action (the “Action”) on behalf of himself and other allegedly, similarly affected individuals, namely, former members of RCC on the Bond List; and

WHEREAS, by Order dated January 10, 2025 (Entry No. 133.20), Plaintiff’s Motion for Class Certification was granted; and

WHEREAS, on November 12, 2025, Class Counsel filed a Revised Motion to Amend the Class Definition (Entry No. 157.00) and the Court granted the Motion (Entry No. 157.10), with the consent of the Defendant as a component of the overall settlement structure described below; and

WHEREAS, the Defendant denied all of the allegations in the Action, asserted numerous legal and factual defenses to the claims being made and denied and denies any and all liability whatsoever; and

WHEREAS, notwithstanding their respective positions, Jones, Class Counsel and the Defendant (collectively, the “Parties” and, individually, a “Party”) desire to resolve the dispute, based upon the terms and conditions contained in the Settlement Agreement; and

WHEREAS, Jones and Class Counsel have concluded, after discovery and investigation of the facts and after carefully considering the circumstances of the Action, including the claims asserted therein, the status of the Action and the possible legal, factual and procedural defenses thereto, that the settlement, as set forth herein, is fair, reasonable and adequate and in the best interests of the Class;

NOW, THERFORE, the foregoing having been considered by the Court and a hearing having been held, it is hereby ordered and adjudged as follows:

1. This Order incorporates by reference the definitions in the Plaintiff’s Motion for Preliminary Approval and the Settlement Agreement and all terms defined therein shall have the same meaning in this Order. To the extent there are any discrepancies by and between the Plaintiff’s Motion for Preliminary Approval and the Settlement Agreement, the Settlement Agreement shall govern.

2. The Court finds that it has subject matter jurisdiction over the Action. It also concludes that it has personal jurisdiction over the Defendant because it owns and operates a non-profit country club in the State of Connecticut and over the Class Members because they are present or former residents of the State of Connecticut, former members of the Defendant and their claims arise from actions and or activities within the State of Connecticut.

3. It appears to the Court on a preliminary basis that the proposed settlement terms as reflected in the Settlement Agreement are fair, adequate and reasonable as to all Class Members when balanced against the probable outcome of further litigation. It further appears that counsel

for the Parties are able to reasonably evaluate their respective positions and that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of this action. It also appears that the settlement has been reached as the result of lengthy, intensive, serious and non-collusive, arms' length negotiations, after approximately three years of litigation, and with the assistance of an experienced mediator.

4. Based on the foregoing, the Court preliminarily approves the proposed settlement as set forth in the Motion for Preliminary Approval and Settlement Agreement as fair, adequate, and reasonable and in the best interests of the Class.

5. As used in this Order, the "Class" and "Class Members" are as defined by the Court in its Order dated January 10, 2024 (Entry No. 133.20), as expanded by the Revised Motion to Amend Class Definition (Entry No. 157.00) and the Court's Order granting the Motion (Entry No. 157.10).

6. The Court has previously appointed the law firm of Anthony J. LaBella, Esq. P.C. as Class Counsel and it shall continue to serve as Class Counsel in connection with the proposed settlement. The Court also appoints and directs Class Counsel to act as the settlement administrator, responsible for performing the obligations of the settlement administrator as set forth in the Plaintiff's Motion for Preliminary Approval of Class Action Settlement and Settlement Agreement.

7. The Court finds that the process, form and content of the proposed Settlement Notice as set forth in the Settlement Agreement: (i) is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and of their right to object or to exclude themselves from the proposed settlement; and (iii) is

reasonable and constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice.

8. The Court approves the process, form and content of the proposed Settlement Notice set forth in the Settlement Agreement, including the Short Form Notice (Exhibit 2 to the Settlement Agreement), Opt-Out Form (Exhibit 3 to the Settlement Agreement), Payment Directive Form (Exhibit 4 to the Settlement Agreement) and Long-Form Notice (Exhibit 5 to the Settlement Agreement). The Court directs Class Counsel to complete the Settlement Notice in accordance with the procedure set forth in the Settlement Agreement, within thirty (30) of this Order. With the consent of counsel for the Defendant, Class Counsel may make changes in the font, format and content of the Settlement Notice forms that do not materially alter the substance of those documents. Class counsel shall make reasonable efforts to update and correct mailing addresses of Class Members.

9. Upon effectuating the Settlement Notice, each Class Member shall submit a duly-acknowledged Opt-Out Form (Exhibit 3 to the Settlement Agreement) or submit a duly-acknowledged Payment Directive Form to Class Counsel (Exhibit 4 to the Settlement Agreement), all in compliance with the directives contained in this Order. Unless they specifically opt-out of the settlement in compliance with this Order, all Class Members shall be deemed to be a part of the "Settlement Class," defined as "Settlement Members" and subject to the terms, conditions and releases of the Settlement Agreement, if approved by the Court.

10. Class Members have the right to opt-out and exclude themselves from the settlement and pursue a separate and independent remedy against the Defendant by complying with the exclusion/opt-out provisions set forth herein. Any Class Member may opt out of the settlement by submitting a duly-acknowledged Opt-Out Form (Exhibit 3 to the Settlement

Agreement) to Class Counsel, postmarked no later than thirty (30) days after the date of the Settlement Notice. Any Class Member who submits a valid and timely Opt-Out Form (Exhibit 3 to the Settlement Agreement) shall not be a Settlement Member, shall be barred from participating in the settlement, shall have no right to object to the settlement and shall receive no compensation from the settlement.

11. Any Class Member who does not opt out of the Class may mail an objection to the settlement to the Clerk of Court as instructed herein or may file a motion to intervene. Class Members who do not opt-out but object to the settlement shall remain Settlement Members and will be deemed to have voluntarily waived their right to pursue an independent remedy against the Defendant. To the extent that any Class Member objects to the settlement, and such objection is overruled, in whole or in part, such Class Member shall still be deemed a Settlement Member and will be forever bound by the Settlement Agreement, if approved by the Court.

12. All written objections and supporting papers must: (1) clearly identify the case name and number (*Wayne Jones, et al. v. Redding Golf and Country Club, LLC, et al.*, Docket No. X10 UMY-CV22-6072520-S); (2) identify the objector's full name, address, email address, and telephone number; (3) provide an explanation of the basis upon which the objector claims to be a Settlement Member; (4) identify all grounds for the objection, accompanied by any legal support for the objection; (5) include the identity of all counsel who represent the objector in relation to the objection (even if not appearing); (6) include a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; (7) include a list of any persons who will be called to testify at the Fairness Hearing in support of the objection; (8) include all documentary evidence that will be offered at the Fairness Hearing in support of the objection; (9) identify all counsel representing the objector who will appear at the Fairness

Hearing; (10) be submitted to the Court either by mailing them to the Clerk of the Waterbury Superior Court, by e-filing by an authorized e-filer, or by filing them in person at the Waterbury Superior Court, with a copy to Class Counsel and Defendant's counsel; and (11) be filed or postmarked on or before thirty (30) days after the Settlement Notice is sent.

13. Any Settlement Member who fails to submit timely written objections and/or file a motion to intervene with the Clerk of Court in the manner specified above, within thirty (30) days of Settlement Notice, shall be deemed have waived any objections to the settlement and shall be foreclosed from making any objection (whether by appeal or otherwise) to the settlement and may not be heard to oppose the settlement at the Fairness Hearing unless otherwise ordered by the Court.

14. If any Settlement Member fails to provide the Payment Directive Form to Class Counsel, or Class Counsel cannot contact any Settlement Member, within thirty (30) days after the Settlement Notice is sent, despite his best efforts, such Settlement Member shall be deemed to have waived their right to receive the Uniform Annual Payments, as defined in the Settlement Agreement, and such Settlement Member's share of the Annual Settlement Payment shall be split and paid equally to the remaining Settlement Members. If a Settlement Member has died, or is incapacitated, and no representatives have identified themselves and provided sufficient evidence to the Settlement Administrator of that person's authority to act on the estate's or incapacitated Settlement Member's behalf, within thirty (30) days of Settlement Notice, the Settlement Member shall also be deemed to have waived their right to receive the Uniform Annual Payments, as defined in the Settlement Agreement, and such Settlement Member's share of the Annual Settlement Payment shall likewise be split and paid equally to the remaining Settlement Members.

15. If a Final Order and Judgment is entered approving the settlement, Class Members

who have not submitted a valid and timely Opt-Out Form, even those Settlement Members who have objected to same, shall be bound by all determinations of the Court, the proposed settlement, as set forth in the Settlement Agreement (including but not limited to the releases contained therein), and Order and Final Judgment. If a Order and Final Judgment is entered approving the settlement, all Settlement Members shall be conclusively deemed to have fully and finally released the Defendants from any and all claims as set forth in the Settlement Agreement.

16. A Fairness Hearing is scheduled for ____, 2026 at ____ [a.m./p.m.] at the Connecticut Superior Court, Judicial District of Waterbury, 400 Grand Street, Waterbury, CT 06702 to determine all necessary matters concerning the Settlement, including (1) whether the proposed settlement of this action on the terms and conditions provided for in the Settlement Agreement is fair, adequate, and reasonable and should be finally approved by the Court; (2) whether an Order and Final Judgment, as provided in the Motion for Preliminary Approval and Settlement Agreement, should be entered herein; (3) whether the compensation to the participating Settlement Members contained in the Settlement Agreement should be approved as fair, adequate, and reasonable to the participating Settlement Members; and (4) to make, in the Court's discretion, an award for Class Counsel, Annual Administration and Class Representative Fees. The date of the Fairness Hearing may be changed by the Court, with notice provided only on the Class Action website, in the Clerk of Court's office, or the Court's electronic docket at <https://civilinquiry.jud.ct.gov>.

17. The Fairness Hearing may also be changed to a virtual or telephonic. If that occurs, information necessary for any interested Settlement Members to participate in the hearing will be posted on the Class Action website and the Court's docket at <http://civilinquiry.jud.ct.gov>.

18. Class Counsel shall file any papers in support of his requested award for Class

Counsel, Annual Administration and Class Representative Fees no later than thirty (30) days after the Settlement Notice is sent to the Class Members.

19. The Parties shall file any additional papers in support of final approval of the settlement and in response to any objections to the settlement no later than ten (10) days before the Fairness Hearing.

20. The settlement is not a concession or admission and shall not be used against the Defendant or any of the released parties as an admission or indication with respect to any claim of any fault or omission by the Defendants or any of the released parties. In the event that the settlement does not become effective in accordance with the terms of the Settlement Agreement, or the settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the proposed settlement. Whether or not the settlement is finally approved, neither the settlement, nor any document, statement, proceeding or conduct related to the proposed settlement, nor any reports or accounts thereof, shall in any event be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by the Defendant or any of the released parties or of the truth of any of the claims or allegations made; and evidence thereof shall not be discoverable or used directly or indirectly by the Class or any third party, in any way for any purpose, except that the provisions of this Order may be used by the Parties to enforce its terms, whether in this action or in any other action or proceeding.

21. Pending the Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the proposed settlement and this Order, are stayed.

22. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement that are not materially inconsistent with either this Order or the terms of the settlement.

23. To facilitate administration of the settlement pending final approval, the Court hereby enjoins all Class Members from filing or prosecuting any claims, suits, or administrative proceedings regarding claims released by the settlement unless and until such Class Members have submitted valid opt-out requests.

24. The Court orders the following schedule for further proceedings:

- a. Class Counsel will effectuate the Settlement Notice to the Class Members as set forth in the Settlement Agreement within thirty (30) days from entry of this Order.
- b. Class Counsel will file a motion for Class Counsel, Annual Administration and Class Representative Fees within thirty (30) days from entry of this Order.
- c. Duly-acknowledged Opt-Out Forms shall be mailed to Class Counsel, postmarked no later than thirty (30) days after the date of the Settlement Notice.
- d. Objections must be mailed to Class Counsel and filed with the Court as provided above, postmarked no later than thirty (30) days after the date of the Settlement Notice.
- e. Duly-acknowledged Payment Directive Forms and proof of authority to act on behalf of an estate of a Class Member or an incapacitated Class Member shall be mailed to Class Counsel, postmarked no later than thirty (30) days after the date of the Settlement Notice.
- f. The Parties shall file any additional papers in support of final approval of the settlement and in response to any objections to the settlement no later than ten

(10) days before the Fairness Hearing.

- g. Class Counsel shall file a declaration of compliance regarding completion of the Settlement Notice, with the names of any opt-outs, no later than ten (10) days before the Fairness Hearing.

25. The Court reserves the right to adjourn or continue the date of the Fairness Hearing and all dates set forth above without further notice to Class Members except on the Class Action website, in the Clerk of Court's office, or the Court's electronic docket at <https://civilinquiry.jud.ct.gov>. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed settlement.

It is so ORDERED.

DATED: _____

Hon. W. Glen Pierson

EXHIBIT 2

SHORT- FORM NOTICE

LEGAL NOTICE

If you purchased and hold a Capital Certificate For Special Assessment (“Capital Certificate”) from Redding Golf and Country Club, LLC, or its predecessor, Old Club, Inc., formerly known as Redding Country Club, LLC (“RCC”), in the amount of \$8,500, you resigned from RCC, made a request for payment to RCC under the Capital Certificate, the principal amount of which has not been repaid to you, your Capital Certificate number appears on a certain list designated by the Court,

YOU COULD GET A PAYMENT FROM A PROPOSED CLASS ACTION SETTLEMENT.

The Connecticut Superior Court, Complex Litigation Docket, Judicial District of Waterbury (the “Court”) has given preliminary approval for settlement of a class action lawsuit against ***Redding Golf and Country Club, LLC, as successor in interest to OLD CLUB, INC. formerly known as REDDING COUNTRY CLUB, INC.*** (the “Defendant”). A copy of the Order for Preliminary Approval is attached to this Order. The lawsuit is known as *Wayne Jones, et al. v. Redding Golf and Country Club, LLC, et al.*, Docket No(X10) UWY-CV-22-6072520S (the “Lawsuit”). The proposed settlement, if finally approved by the Court, will provide for payments to Settlement Members, as discussed below. This notice summarizes your rights and options in connection with the proposed settlement. A document with additional information is available at [URL TO BE INSERTED] or upon request by emailing [EMAIL ADDRESS TO BE INSERTED] calling [TELEPHONE NUMBER TO BE INSERTED].

Are you a Settlement Member?

You will be a Settlement Member if you purchased and hold a Capital from RCC in the amount of \$8,500, you resigned from RCC, made a request for payment to RCC under the Capital Certificate, the principal amount of which has not been repaid to you, your Capital Certificate number appears on a certain list designated by the Court and you do not opt out of the settlement.

What is the Case About?

Plaintiff was a member of RCC. Plaintiff alleges that, on about September 25, 1998, RCC’s Board of Managers approved a resolution whereby each member of RCC was issued a Capital Certificate in the face amount of \$6,000 in exchange for the payment of this sum to RCC. Plaintiff further alleges that, on or about March 22, 2001, RCC increased the amount of the Capital Certificates in exchange for additional payments from all members of RCC and new Capital Certificates in the face amount of \$8,500 were issued and the previously issued Capital Certificates were deemed to be canceled. Plaintiff maintains that he resigned from RCC in 2008, was entitled to repayment on his Capital Certificate and RCC failed to do so.

The Plaintiff has initiated this action on behalf of himself and other similarly affected individuals, seeking monetary damages for breach of contract, breach of the covenant of fair dealing, fraudulent

misrepresentation, and fraudulent concealment. The lawsuit seeks money damages as it relates to the repayment of the Capital Certificates.

RCC denies all of these claims. RCC has asserted a number of defenses to Plaintiff's claims including that it had and has no legal or statutory duty to repay the Capital Certificates and Plaintiff and other class members' claims are barred due to a lapse in time. In particular, RCC filed an Answer to the Plaintiffs' Amended Complaint specifically denying each of the Plaintiff's allegations. In addition, RCC has asserted legal defenses to the Plaintiff's claims known as "Special Defenses" and, in the absence of the settlement, intends to present evidence refuting the Plaintiff's claimed damages.

After extensive litigation and negotiations, the Parties have agreed to a settlement, subject to the approval of the Court, to avoid further litigation.

What are the Terms of the Settlement?

Under the terms of the proposed settlement, the Defendant has agreed to pay a total settlement amount of Four Hundred Thousand Dollars (\$400,000.00) over a five (5) years. After reductions for attorney's fees and expenses associated with pursuing this matter (which will be determined by the Court) as well as any Class Representative Fees (also determined by the Court), the remaining amount will be distributed in equal shares to all Settlement Members who qualify for payments in five (5) equal yearly payments. Pursuant to the proposed settlement, all Settlement Members will receive a monetary payment without the need of offering additional proof (with the exception of the required Payment Directive Form, noted below) and without additional fact-finding proceedings.

Who Represents You?

The Court has appointed the law firm of Anthony J. LaBella, Esq. P.C. as "Class Counsel." You do not have to pay any fees or expenses to Class Counsel. As part of the proposed settlement, counsel fees and expenses will be approved by the Court and paid from the total settlement amount noted above. You do not have to pay any attorney's fees or expenses out of your pocket. You may hire your own attorney if you wish. However, you will be responsible for that attorney's fees and expenses.

What Further Proceedings Are Scheduled?

The Court has not yet decided whether to give final approval of the proposed settlement. The Court will hold a Fairness Hearing at [TIME] and [DATE] at the Connecticut Superior Court, Judicial District of Waterbury, 400 Grand Street, Waterbury, Connecticut. At this hearing, the Court will consider: (1) whether the proposed settlement is fair, reasonable and adequate, and if it should be approved; (2) the amount of attorney's fees and expenses to award Class Counsel; and (3) any awards to the Class Representatives for their services. If there are objections, the Court will also consider them.

Settlement Members who have followed certain procedures may appear and be heard by the Court at the Fairness Hearing. After the hearing, the Court will decide whether to approve the proposed settlement.

What Are Your Legal Rights?

If you are a Settlement Class Member as defined in this Notice, **you must submit the attached Payment directive Form.** Any Payment Directive Form must be postmarked within thirty (30) days of this Notice. **Failure to submit a Payment Directive Form will result in your forfeiture of your right to receive payment in this matter.** Additional information regarding the Payment Directive Form is available at [URL TO BE PROVIDED], or by calling [NUMBER TO BE PROVIDED] or by reviewing the “Long-Form Notice” at [URL TO BE PROVIDED], which contains additional information about the Lawsuit and the settlement. If you are receiving this Notice on behalf of a deceased or incapacitated individual, you must provide Class Counsel with documentation evidencing your legal authority to act on behalf of that individual or estate, no later than thirty (30) days of the date of this Notice. Additional information is available at [URL TO BE PROVIDED] or by calling [NUMBER TO BE PROVIDED].

Release: If the proposed settlement is approved, all Settlement Members will release any and all claims that they may have had in this matter regarding the Capital Certificates. No Settlement Member will be able to sue any of the Defendants for the released claims. More detailed language regarding the release is available at [URL TO BE PROVIDED].

Your Right to Object: If you are a member of the Settlement Class (i.e., you are a Class Members, as defined above, and you have not opted-out), you may object to any aspect of the proposed settlement, including (1) final certification of the Settlement Class; (2) the fairness, reasonableness, or adequacy of the proposed settlement; (3) the adequacy of the representation by the Class Representatives or by Class Counsel; or (4) the requested awards of attorney’s fees and costs and/or the requested service awards to certain Class Representatives. Information regarding the amounts requested for attorney’s fees and costs will be available at [URL TO BE PROVIDED] by [date]. Your objection must be in writing, sent to the Clerk of the Complex Litigation Docket, Judicial District of Waterbury, 400 Grand Street, Waterbury, CT 06702, as well as Class Counsel, Anthony J. LaBella, Esq. P.C. 1100 Kings Hwy E., Ste 2B, Fairfield, CT 06825, and all other appearing counsel and it must be postmarked no later than thirty (30) days of the date of this Notice. If you object and the Court approves the settlement, you will be bound by the Court’s decision and the release described above, and will retain the right to receive a payment under the terms of the Settlement.

Your Right to Opt-Out: If you do not want to be bound by the settlement in this case, do not want a payment from the proposed settlement, and you instead want to keep any right you may have to sue the Defendant about the legal issues in this case, then you must exclude yourself from the Class. To exclude yourself from the Class, you must submit an Opt-Out Form to the address

indicated on the form. Be sure to include your name, address, telephone number and your signature. Your Opt-Out Form must be postmarked within thirty (30) days of the date of this Notice. The Opt-Out Form is available at [URL TO BE PROVIDED]. You can also call and request an Opt-Out Form by calling [NUMBER TO BE PROVIDED]. You cannot exclude yourself by telephone or by email. If you ask to be excluded, you will not get any recovery from the proposed settlement. You will not be legally bound by anything that happens in the lawsuit, and you may be able to sue the Defendant in the future about the legal issues in this case, but you will be subject to any legal defenses that the Defendant may assert. If you opt out of the settlement, you may not file an objection to the settlement.

HOW CAN YOU GET MORE INFORMATION? If you have questions or want a full, detailed notice or other documents about this lawsuit and your rights, you can visit [URL TO BE PROVIDED] or call toll-free [NUMBER TO BE PROVIDED]. You may also contact Class Counsel at [email address] or [phone number]. You can also download copies of the proposed settlement and other documents related to the proposed settlement on the Connecticut Judicial Branch website (www.jud.ct.gov) by searching for the docket for this Lawsuit. **Please do not contact the Court or the Defendant or its attorneys regarding this notice.**

EXHIBIT 3

OPT-OUT FORM

Wayne Jones, et al. v. Redding Golf and Country Club, LLC, et al.,
Docket No. X10 UMY-CV22-6072520-S,
Connecticut Superior Court
Judicial District of Waterbury
Class Action

OPT-OUT ELECTION FORM

***IF YOU WISH TO PARTICIPATE IN THE
SETTLEMENT, DO NOT SUBMIT THIS FORM.***

***THIS FORM SHOULD ONLY BE COMPLETED BY THOSE INDIVIDUALS
WHO DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT***

Fill out and return the form below only if you wish to
exclude yourself from the settlement in the Redding Class Action

Your form must be postmarked by no later than thirty (30) days for the Settlement Notice.

I, _____, wish to exclude myself from the settlement in
the Redding Class Action (described above).

I understand that, if I exclude myself from the settlement, I will not be entitled to any payment from the proposed settlement, and will retain the rights I may have (if any) to bring my own lawsuit against the Defendant. I also understand that, if I intend to bring my own claims, I will be subject to any legal defenses that the Defendant may assert.

My information

Name: _____

Address: _____

Phone: _____

Email: _____

Signature: _____

Dated: _____

State of _____

County of _____

On the ___ day of _____, 2026, before me, personally appeared _____, who makes this statement and upon oath and affirmation of belief and personal knowledge that the foregoing matters, facts and things set forth are true and correct to the best of his/her knowledge:

SWORN to and subscribed before me, this ___ day of _____, 2026.

NOTARY PUBLIC or
COMMISSIONER OF THE SUPERIOR COURT

Mail this form to:

**Anthony J. LaBella, Esq.
Anthony J. LaBella, Esq., P.C.
1100 Kings Highway East Suite 2B
Fairfield, CT 06825**

***THIS FORM MUST BE POSTMARKED NO LATER THAN
30 DAYS WITHIN THE DATE OF THE SETTLEMENT NOTICE***

EXHIBIT 4

PAYMENT DIRECTIVE FORM

Wayne Jones, et al. v. Redding Golf and Country Club, LLC, et al.,
Docket No. X10 UMY-CV22-6072520-S,
Connecticut Superior Court
Judicial District of Waterbury
Class Action

PAYMENT DIRECTIVE FORM

***IF YOU WISH TO PARTICIPATE IN THE
SETTLEMENT, YOU MUST SUBMIT THIS FORM.***

***THIS FORM MUST BE COMPLETED BY THOSE INDIVIDUALS
WHO WANT TO PARTICIPATE IN THE SETTLEMENT***

Fill out and return the form below you wish to
include yourself from the settlement in the Redding Class Action

Your form must be postmarked by no later than thirty (30) days for the Settlement Notice

If you purchased and hold a Capital Certificate For Special Assessment (“Capital Certificate”) from Redding Golf and Country Club, LLC, or its predecessor, Old Club, Inc., formerly known as Redding Country Club, LLC (“RCC”), in the amount of \$8,500, you resigned from RCC, made a request for payment to RCC under the Capital Certificate, the principal amount of which has not been repaid to you, your Capital Certificate number appears on a certain list designated by the Court and you want to be submitted in the settlement, please submit this Payment Directive Form. If you are submitting this Payment Directive Form on behalf of someone else because the person who purchased the Capital Certificate is deceased or incapacitated, please fill in relevant sections and provide a copy of the relevant documents evidencing your legal authority to act on behalf of the individual listed.

This Payment Directive Form must be signed in front a Notary Public, Commissioner of the Superior Court or other competent authority to administer oaths. You may be able to find a Notary Public at your bank, city or town office building, or by contacting Class Counsel at 203-515-1870. By signing this Payment Directive Form you are doing so under penalty of perjury, and you subject yourself to the jurisdiction of the Connecticut Superior Court, the Complex Litigation Docket of Waterbury, relating to any misrepresentations made herein.

AFFIDAVIT IN SUPPORT OF PAYMENT DIRECTIVE FORM

I, the undersigned, of lawful age and sound mind, being duly sworn, hereby swear, affirm and attest, under oath and penalty of perjury, as follows,

1. My legal name is _____;
2. My mailing address is _____, which is the address where all settlement payments shall be made;
3. My email address is _____;
4. [If you are submitting this Payment Directive Form on behalf of someone other than yourself, please complete this Section. If you are submitting this Payment Directive Form on your own behalf, please skip to No. 4]. I am submitting this Payment Directive Form on behalf of _____ [insert name of individual or estate on whose behalf this Claim Form is being submitted], and I am legally authorized to act on behalf of the aforementioned individual or their estate. Attached is a copy of a legal document evidencing my legal authority to act on behalf of the aforementioned individual or their estate [attach copy of such document to this Payment Directive Form];
5. I [or the aforementioned individual] received a notice from Class Counsel regarding this Class Action and/or I became aware of this Class action via some other means;
6. I [or the aforementioned individual] purchased a Capital Certificate from RCC, in the amount of \$8,500, voluntarily resigned from RCC, made a request for payment to RCC under the Capital Certificate, the principal amount of which has not been repaid, and I [or the aforementioned individual] either tendered the original Capital Certificate to RCC or am tendering it with herewith;
7. I believe in good faith that I [or the aforementioned individual] am a Settlement Member and entitled to payment in the Redding Class Action;
8. I have read or have had an opportunity to read the Settlement Agreement in the Redding Class Action and agree to be bound by it; and
9. I understand that it is my obligation to keep Class Counsel apprised of any changes to my mailing and email addresses and my failure to keep him so apprised my result in my forfeiture of payments in the Redding Class Action.

Under penalty of perjury, I hereby declare and affirm that the above-mentioned information is, to the best of my knowledge and ability, true and accurate.

Signature: _____

Dated: _____

State of _____

County of _____

On the ___ day of _____, 2026, before me, personally appeared _____, who makes this statement and upon oath and affirmation of belief and personal knowledge that the foregoing matters, facts and things set forth are true and correct to the best of his/her knowledge:

SWORN to and subscribed before me, this ____day of _____, 2026.

NOTARY PUBLIC or
COMMISSIONER OF THE SUPERIOR COURT

Mail this form to:

**Anthony J. LaBella, Esq.
Anthony J. LaBella, Esq., P.C.
1100 Kings Highway East Suite 2B
Fairfield, CT 06825**

***THIS FORM MUST BE POSTMARKED NO LATER THAN
30 DAYS WITHIN THE DATE OF THE SETTLEMENT NOTICE***

EXHIBIT 5

LONG- FORM NOTICE

SUPERIOR COURT OF THE STATE OF CONNECTICUT

COMPLEX LITIGATION DOCKET – JUDICIAL DISTRICT OF WATERBURY

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you purchased and hold a Capital Certificate For Special Assessment (“Capital Certificate”) from Redding Golf and Country Club, LLC, or its predecessor, Old Club, Inc., formerly known as Redding Country Club, LLC (“RCC”), in the amount of \$8,500, you resigned from RCC, made a request for payment to RCC under the Capital Certificate, the principal amount of which has not been repaid to you, your Capital Certificate number appears on a certain list designated by the Court

YOU COULD GET A PAYMENT FROM A PROPOSED CLASS ACTION SETTLEMENT

The Connecticut Superior Court authorized this notice.

This is not a solicitation from a lawyer. You are not being sued.

A Class Action Lawsuit (the “Lawsuit”) that may affect your rights has been pending in Connecticut Superior Court, Complex Litigation Docket, Judicial District of Waterbury.

The Plaintiff was a member of RCC. Plaintiff alleges that, on about September 25, 1998, RCC’s Board of Managers approved a resolution whereby each member of RCC was issued a Capital Certificate For Special Assessment (“Capital Certificate”) in the face amount of \$6,000 in exchange for the payment of this sum to RCC. Plaintiff further alleges that, on or about March 22, 2001, RCC increased the amount of the Capital Certificates in exchange for additional payments from all members of RCC and new Capital Certificates in the face amount of \$8,500 were issued and the previously issued Capital Certificates were deemed to be canceled. Plaintiff maintains that he resigned from RCC in 2008, was entitled to repayment on his Capital Certificate and RCC failed to do so.

The Plaintiff has initiated this action on behalf of himself and other similarly affected individuals, seeking monetary damages for breach of contract, breach of the covenant of fair dealing, fraudulent misrepresentation, and fraudulent concealment.

RCC denies all of these claims. RCC has asserted a number of defenses to Plaintiff’s claims including that it had no legal or statutory duty to repay the Capital Certificates and Plaintiff and other class members’ claims are barred due to a lapse in time. In particular, RCC filed an Answer to the Plaintiffs’ Amended Complaint specifically denying each of the Plaintiff’s allegations. In addition, RCC has asserted legal defenses to the Plaintiff’s claims known as “Special Defenses.”

The lawsuit seeks money damages as it relates to the repayment of the Capital Certificates. After extensive litigation and negotiations, the Parties have agreed to a settlement, subject to the approval of the Court, to avoid further litigation.

This Notice is to inform you that the Connecticut Superior Court (the “Court”) has preliminarily approved a Proposed Settlement of the Lawsuit (the “Proposed Settlement”) which provides payments to eligible individuals.

You are receiving this Notice because records indicate that you may be eligible to participate in the Proposed Settlement and may be entitled to financial compensation under the terms of the Settlement.

This Proposed Settlement, if approved, will affect you if you are a Class Member. If the Proposed Settlement is approved and you do not exclude yourself from this class action, you will receive a sum of money if you qualify as explained herein. If you purchased and hold a Capital from RCC, in the amount of \$8,500, you resigned from RCC, made a request for payment to RCC under the Capital Certificate, the principal amount of which has not been repaid to you, your Capital Certificate number appears on a certain list designated by the Court, you must fill out a Payment Directive Form to receive such benefits.

YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE. PLEASE READ THIS NOTICE CAREFULLY. IF YOU WOULD LIKE ADDITIONAL INFORMATION, YOU MAY CONTACT LEGAL ADMINISTRATION AS NOTED BELOW

YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT

You May:	Result:	Deadline:
<p>Submit a Payment Directive Form [only for those individuals who purchased and hold a Capital Certificate from RCC, in the amount of \$8,500, resigned from RCC, made a request for payment to RCC under the Capital Certificate, the principal amount of which has not been repaid to you and the Capital Certificate number appears on a certain list designated by the Court]</p>	<p>If you submit a timely and properly completed Payment Directive Form, you are eligible to receive a payment under the proposed Settlement</p>	<p>Postmarked on or before [DATE – 30 days from Settlement Notice]</p>
<p>Object to the Settlement</p>	<p>Write to the Court about what you do not like about the Proposed Settlement (see instructions below). You must be in the Settlement Class to object.</p>	<p>Postmarked on or before [DATE – 30 days from Settlement Notice]</p>
<p>Go to a Hearing</p>	<p>Ask to speak in Court about the fairness of the Proposed Settlement. You must be in the Settlement Class to appear in Court. If you object to the settlement, you must timely file your objection (per the instructions below) before appearing in Court.</p>	<p>Postmarked on or before [DATE – 30 days from Settlement Notice]</p>
<p>Opt-Out</p>	<p>Elect not to participate in the Proposed Settlement. Complete an Opt-Out Form to opt-out and preserve whatever rights you may have to pursue individual claims against Defendant.</p>	<p>Postmarked on or before [DATE – 30 days from Settlement Notice]</p>

If you are receiving this Notice on behalf of an individual who is deceased or incapacitated, you may have to submit documentation that you are legally authorized to act on behalf of the estate or that individual.

ADDITIONAL INFORMATION ENCLOSED

CASE INFORMATION

This matter is pending in the Connecticut Superior Court, on the Complex Litigation Docket, Judicial District of Waterbury. The case caption is *Wayne Jones, et al. v. Redding Golf and Country Club, LLC, et al.*, Docket No(X10)UWY-CV-22-6072520S. Public judicial filings are available electronically on the State of Connecticut Judicial Branch website: www.jud.ct.gov

❖ WHY DID I GET THIS NOTICE?

You received this notice because the Defendant's records show that your name and Certificate Number appears on a list maintained in its records that has been certified by the Court in this matter. This notice explains that the Court has preliminarily approved a Proposed Settlement that may affect you. You have legal rights and options that you may decide to exercise before the Court finally approves the settlement.

❖ WHAT IS THIS LAWSUIT ABOUT?

The Plaintiff was a member of RCC. Plaintiff alleges that, on about September 25, 1998, RCC's Board of Managers approved a resolution whereby each member of RCC was issued a Capital Certificate in the face amount of \$6,000 in exchange for the payment of this sum to RCC. Plaintiff further alleges that, on or about March 22, 2001, RCC increased the amount of the Capital Certificates in exchange for additional payments from all members of RCC and new Capital Certificates in the face amount of \$8,500 were issued and the previously issued Capital Certificates were deemed to be canceled. Plaintiff maintains that he resigned from RCC in 2008, was entitled to repayment on his Capital Certificate and RCC failed to do so.

The Plaintiff has initiated this action on behalf of himself and other similarly affected individuals, seeking monetary damages for breach of contract, breach of the covenant of fair dealing, fraudulent misrepresentation, and fraudulent concealment.

RCC denies all of these claims. RCC has asserted a number of defenses to Plaintiff's claims including that it had no legal or statutory duty to repay the Capital Certificates and Plaintiff and other class members' claims are barred due to a lapse in time. In particular, RCC filed an Answer to the Plaintiffs' Amended Complaint specifically denying each of the Plaintiff's allegations. In addition, RCC has asserted legal defenses to the Plaintiff's claims known as "Special Defenses."

The lawsuit seeks money damages as it relates to the repayment of the Capital Certificates. After

extensive litigation and negotiations, the Parties have agreed to a settlement, subject to the approval of the Court, to avoid further litigation.

The pleadings in this matter are available on the Connecticut Judicial Branch website (www.jud.ct.gov) or from the Clerk of the Court.

❖ **WHAT IS A CLASS ACTION AND WHO IS INVOLVED?**

In a class action lawsuit, one or more people called “Class Representatives” (in this case, Wayne Jones) sue on behalf of themselves and other people who allegedly have similar claims. The people together are called a “Class” or “Class Members.” The Class Representatives who sued are called the Plaintiffs. The people or entities that the Class Representatives sued (in this case, Redding Golf and Country Club, LLC, as successor in interest to OLD CLUB, INC. formerly known as REDDING COUNTRY CLUB, INC.) are called the Defendant. In a class action lawsuit, one court resolves the issues for everyone in the Class.

❖ **WHY IS THIS LAWSUIT A CLASS ACTION?**

The Court has decided that this lawsuit can proceed as a class action pursuant to Connecticut law. In particular, the Court concluded that this case meets certain legal requirements governing class actions in Connecticut courts. By certifying this matter to proceed as a Class Action, the Court defined who is in the class and also the factual and legal issues that will be decided on a class wide basis.

❖ **HAS THE COURT DECIDED WHO IS RIGHT?**

The Court has not decided who is right. By establishing the Class, the Court did not decide that the Plaintiff or Defendant will win or lose this case. The Plaintiff and the Defendant each have claims and defenses that they must prove if this matter proceeds to trial. The Parties have negotiated the Proposed Settlement to avoid the uncertainty of trial. As part of the Proposed Settlement, the Defendant continues to deny liability.

❖ WHY IS THERE A PROPOSED SETTLEMENT?

After extensive litigation and negotiations, both sides agreed to settle the Lawsuit in order to avoid the risk, delay and expense of continuing the litigation. If the Court approves the Proposed Settlement, Settlement Class Members will be eligible to receive compensation without a trial or additional fact-finding proceedings.

The Class Representatives, on their own behalf and on behalf of all Settlement Class Members, have entered into a Proposed Settlement with the Defendant. The Court has preliminarily approved this Proposed Settlement. The Class Representatives and Class Counsel think the Proposed Settlement is best for all Settlement Class Members. This Notice summarizes the terms of the Proposed Settlement, your rights and obligations under the Proposed Settlement, and the process by which the Court will determine whether or not to finally approve the Proposed Settlement.

❖ WHAT DOES IT MEAN TO BE A SETTLEMENT CLASS MEMBER?

If you are a Class Member and do not opt-out of the Class, the decision made by the Court in this Lawsuit will apply to you. If the Court approves the Proposed Settlement, you cannot sue the Defendant on your own for the claims in this Lawsuit and/or the Released Claims (defined below). It also means that you will be eligible for a monetary payment pursuant to the Proposed Settlement (if you submit a Payment Directive Form if necessary as described herein).

❖ CAN I FILE MY OWN LAWSUIT OR DEMAND?

No, unless you exclude yourself from this Lawsuit (discussed further below).

❖ AM I PART OF THE CLASS?

IMPORTANT: *The Court's definition of the Class controls whether or not you are a Settlement Class Member. You are a Settlement Class Member and eligible for a Settlement Payment if you fall into the definition set forth below.*

The Class is defined as follows:

All individuals who purchased and hold special assessment capital certificates from the defendant or its predecessor, in the amount of \$8,500,

who resigned from the defendant club, the principal amount of which certificates has not been repaid to the purchaser and holder by the defendant or its predecessor, and whose certificate numbers may be listed on Schedule A, as same have been certified by the Court in this matter.

If you fall within this definition you are a Class Member.

If you are a member of the Settlement Class you must take action by submitting the attached Payment Directive Form within 30 days of this Notice (see section below regarding Payment Form).

If you are uncertain whether you are a member of the Class, please contact Class Counsel listed below, or your own attorney.

If you wish, you may enter an appearance in this case yourself or through counsel if you desire.

❖ WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?

Under the terms of the Proposed Settlement, the Defendant will pay a total settlement amount of \$400,000.00 (Four Hundred Thousand Dollars) over a 5 (five) years. After reductions for attorney's fees and expenses associated with pursuing this matter (which will be determined by the Court) as well as any Class Representative Fees (also determined by the Court), the remaining amount will be distributed in equal shares to all Settlement Members who qualify for payments in 5 (five) equal yearly payments. Pursuant to the Proposed Settlement, all Settlement Members will receive a monetary payment without the need of offering additional proof (with the exception of the required Payment Directive Form, noted below) and without additional fact-finding proceedings.

❖ DO I NEED TO DO ANYTHING TO RECEIVE PAYMENT?

If the Proposed Settlement is approved, you are a Settlement Class Member as defined in this Notice, **you must submit the attached Payment Directive Form.** Any Payment Directive Form must be postmarked on or before [DATE]. **Failure to submit a Payment Directive Form will result in your forfeiture of your right to receive payment in this matter.** Additional information regarding the Claim Form is available at [URL TO BE PROVIDED], or by calling [NUMBER TO BE PROVIDED] or by reviewing the "Long-Form Notice" at [URL TO BE PROVIDED], which contains additional information about the Lawsuit and the Settlement. If you are receiving this Notice on behalf of a deceased or incapacitated individual, you must provide the Settlement Administrator with documentation evidencing your legal authority to act on behalf of that individual or estate, no later than [DEADLINE]. Additional information is available at [URL TO BE PROVIDED] or by calling [NUMBER TO BE PROVIDED].

Any Payment Directive Forms must be postmarked on or before [DATE] and returned to Class Counsel, as the following address:

Anthony J. LaBella, Esq.
Anthony J. LaBella, Esq. P.C.

1100 Kings Highway East
Suite 2B
Fairfield, CT 06825

If you received this notice on behalf of someone who is now deceased or otherwise incapacitated, you may be eligible to participate as a Settlement Member on behalf of the individual but you must provide legal

proof of your legal authority to act either on behalf of the individual or a decedent's Estate. That proof must be submitted to Class Counsel at the address above, no later than [DEADLINE].

If you entered into a separate agreement with the Defendant releasing your claims, you are not entitled to payment. If Class Counsel is unable to locate a Class Member after a reasonable search, or if a Class Member is deceased or incapacitated and a representative of the estate or a representative legally authorized to act on behalf of an incapacitated Class Member does not identify themselves to Class Counsel or you do not provide the Payment Directive Form within 30 days of notice being sent, payment will not be issued to that Class Member.

If you have any questions about whether you have to do anything, you can visit the settlement website [URL TO BE PROVIDED] or call the Settlement Administrator /Class Counsel at [telephone number].

❖ **WHEN WILL I GET MY PAYMENT?**

Payment is conditioned on several matters, including the Court's final approval of the Proposed Settlement and such approval being final and no longer subject to any appeals to any court. Please be patient. If there is an appeal of the final approval, that could take years. The Proposed Settlement may be terminated on several grounds, including if the Court does not approve the Proposed Settlement or it requires changes the Proposed Settlement in material ways that the parties do not agree to. If the Proposed Settlement is terminated, the Lawsuit will proceed as if the Proposed Settlement had not been reached.

❖ **WHAT AM I GIVING UP IF THE SETTLEMENT IS APPROVED AND I DO NOT EXCLUDE MYSELF FROM THIS LAWSUIT?**

If the Proposed Settlement is approved, all Class Members will give up (release) any claims they may have against the Defendant and all of their affiliated entities, officers and employees arising out of or relating in any way to the collection of payments that may have been due pursuant to the Capital Certificates referenced in the Lawsuit. This means you are releasing the Defendant, and you will be bound by that release. You cannot sue the Defendant for the released claims. ***If you are a Settlement Class Member you will be bound by the Proposed Settlement, including the Release and dismissal with prejudice.***

This also means that your heirs, beneficiaries, agents or anyone who legally represents you, now or in the future, also give up their claims that are released as part of this Settlement. They cannot sue any of the Defendant for the released claims.

If you participate in the Proposed Settlement and it is approved, you will be eligible for a monetary payment but will give up the right to start your own lawsuit.

If you want to pursue your own claim outside of this Settlement, you must exclude yourself from the Class as discussed below.

❖ HOW DO I OBJECT TO THE PROPOSED SETTLEMENT?

If you a Settlement Class Member (as defined above), you may object to any aspect of the Proposed Settlement, including: final certification of the Settlement Class; the fairness, reasonableness, or adequacy of the Proposed Settlement; the adequacy of the representation by the Class Representatives or by Class Counsel; the attorney's fees and costs requested by Class Counsel; and the service awards requested for the Class Representatives.

Your objection must be in writing and must include:

1. The name of the case: "*Wayne Jones, et al. v. Redding Golf and Country Club, LLC,*"
2. Your full name;
3. Your address and telephone number;
4. A statement of your objection, as well as the specific reasons for each objection, including any legal authority you wish to bring to the Court's attention;
5. A statement indicating if you intend to appear at the Fairness Hearing;
6. A list of witnesses whom you may call by live testimony; and.
7. Copies of any documents or papers that you plan to submit.

If you are represented by a lawyer in connection with your objection, that lawyer must file an appearance with the Court.

Your objection must be sent by First-Class Mail, postage prepaid, and be postmarked no later than [DATE]. You must file your objection with the Court at the following address:

Waterbury Superior Court
Clerk for Complex Litigation Docket 400 Grand Street
Waterbury, CT 06702

AND

You must also mail a copy of your objection to:

Anthony J. LaBella, Esq.

Anthony J. LaBella, Esq. P.C.
1100 Kings Highway East
Suite 2B
Fairfield, CT 06825

AND

Kimberly A. Sanford, Esq.
Harrington & Furrer, LLP
83 Wooster Heights Road, Suite 125
Danbury, CT 06810

*If you do not follow these procedures and submit your objection by the deadline,
the Court may not hear your objection.*

❖ **WHY WOULD I ASK TO BE EXCLUDED?**

If you do not want to be bound by any judgment, whether favorable or unfavorable, that may be made in this case, do not want a payment from the Proposed Settlement, and you instead want to keep the right to sue the Defendant about the legal issues in this case, then you must take steps to exclude yourself from the class. This is sometimes referred to as “opting out” of the Class.

If you start your own lawsuit against the Defendant after you exclude yourself, you may want to hire your own lawyer for that lawsuit, and you’ll have to prove your claims. If you do exclude yourself so you can start your own lawsuit against the Defendant, you should talk to a lawyer soon, because your claims may be subject to a statute of limitations.

❖ **HOW DO I GET OUT OF THE CLASS?**

To exclude yourself from the Class, you must submit the attached Opt-Out Form to the address indicated on the form. Be sure to include your name, address, telephone number and your signature. Your Opt-Out Form must be postmarked on or before [DATE].

The Court will honor all timely submitted Opt-Out Forms. You cannot exclude yourself by telephone or by email.

If you ask to be excluded, you will not get any recovery from the Proposed Settlement. You will not have a right to object to the Proposed Settlement. You will not be legally bound by anything that happens in this Lawsuit, and you may be able to sue the Defendants in the future about the legal issues in this case, but you will be subject to any legal defenses that the Defendants may assert.

❖ IF I DON'T EXCLUDE MYSELF, CAN I SUE THE DEFENDANTS FOR THE SAME THING LATER?

No, unless you exclude yourself from this Lawsuit, you give up any right to sue the Defendant for the claims presented in this Lawsuit. Remember, the Opt-Out deadline is [DATE].

❖ DO I HAVE A LAWYER IN THIS LAWSUIT?

Yes. The Court has appointed the following lawyer as “Class Counsel” to represent you and the other Settlement Class Members:

Anthony J. LaBella, Esq.
Anthony J. LaBella, Esq. P.C.
1100 Kings Highway East
Suite 2B
Fairfield, CT 06825
Tel. 203-515-1870
www.ajlesq.com

❖ HOW WILL THE LAWYERS BE PAID?

At the Fairness Hearing (discussed below), the Court will decide if it should approve the Proposed Settlement. It will also decide whether or not to approve Class Counsel’s attorneys’ fees and expenses. Under the Proposed Settlement, Class Counsel’s attorneys’ fees and expenses will be paid out of the total \$400,000.00 being paid by the Defendant to resolve this matter. By no later than [DATE], Class Counsel will file a Motion for Award of Attorney’s Fees and Expenses which will contain a detailed breakdown of the work of counsel and expenses paid by Class Counsel’s Firm. The Court will then determine the appropriate attorneys’ fees and expenses to award to Class Counsel. Class Counsel’s Motion for Attorney’s Fees and Expenses will be available at [URL] and on the Judicial Branch website at www.jud.ct.gov for review by all Settlement Class Members. No Settlement Class Member will be responsible for paying any of Class Counsel’s Attorneys’ fees or expenses.

Class Counsel will also ask the Court to approve payments to certain Class Representatives for their services and financial contributions and risks throughout the pendency of this litigation, to be paid from the total settlement amount. Class Counsel’s request for such payments will also be filed no later than [DATE], and contain a detailed breakdown of the Class Representatives’ participation in this matter. This motion will be available at [URL] and on the Judicial Branch website at www.jud.ct.gov for review by all Settlement Class Members.

The fees and payments will pay Class Counsel and the Class Representatives for investigating the facts and litigating the Lawsuit, negotiating the Proposed Settlement, and monitoring Class Members’ rights during approval and administration of the Proposed Settlement. Defendants have agreed not to oppose

these payments.

❖ CAN AND SHOULD I GET MY OWN LAWYER?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may hire one at your own expense and he or she may appear in the case on your behalf. You will have to pay for that lawyer. You can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you. You may exercise this option only if you do not exclude yourself from the Class.

❖ WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE PROPOSED SETTLEMENT?

The Court will hold a Fairness Hearing at [TIME] on [DATE] at the Waterbury Superior Court, 400 Grand Street, Waterbury, Connecticut. At this hearing, the Court will consider: (1) whether the Proposed Settlement is fair, reasonable, and adequate and if it should be approved; (2) the proposed payments to Class Members; (3) Class Counsel's application for an award of attorneys' fees and expenses; and (4) any requested awards to the Class Representatives for their services. If there are objections, the Court will also consider them.

Persons who have followed the procedures described herein may appear and be heard by the Court. After the hearing, the Court will decide whether to approve the Proposed Settlement. It is not known how long these decisions will take.

❖ DO I HAVE TO COME TO THE HEARING? HOW DO I APPEAR IN THE LAWSUIT?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send a timely and proper objection, the Court will consider it whether or not you attend the hearing. You may also pay your own lawyer to attend, but it is not required.

❖ MAY I SPEAK AT THE HEARING? HOW DO I APPEAR IN THE LAWSUIT?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must notify the Court and Parties in writing. This is called a Notice of Intent to Appear. Your Notice of Intent to Appear must contain: (1) The name of the case; (2) the words "Notice of Intent to Appear"; (3) Your full name,

address, telephone number, and signature; and, (4) if an attorney will appear on your behalf, the attorney's name, address, telephone number, and a juris number. If an attorney will be representing you at the Fairness Hearing, that attorney also must file an appearance form with the Court.

Your Notice of Intent to Appear must be sent by First-Class Mail, postage prepaid, and be postmarked no later than [DATE]. You must file your Notice of Intent to Appear by sending it the following addresses:

Waterbury Superior Court
Clerk for Complex Litigation Docket 400 Grand Street
Waterbury, CT 06702

AND

Anthony J. LaBella, Esq.
Anthony J. LaBella, Esq. P.C.
1100 Kings Highway East
Suite 2B
Fairfield, CT 06825
Tel. 203-515-1870
www.ajlesq.com

AND

Kimberly A. Sanford, Esq.
Harriton & Furrer, LLP
83 Wooster Heights Road, Suite 125
Danbury, CT 06810

❖ ARE MORE DETAILS AVAILABLE?

Yes, you can obtain additional information by contacting the Class Counsel by either visiting the Settlement website [URL TO BE PROVIDED] or emailing [Address to be provided] or calling [NUMBER TO BE PROVIDED].

Please do not contact the Court or the Defendant or its attorneys.