DOCKET NO.: X10 UMY-CV22-6072520-S	: SUPERIOR COURT
	:
WAYNE JONES Individually and on behalf of all other Similarly situated individuals DOCKET	: J.D. OF WATERBURY : : COMPLEX LITIGATION
	:
V.	:
	:
REDDING GOLF and COUNTRY CLUB, LLC As successor in interest to OLD CLUB, INC. formerly known as REDDING COUNTRY CLUB, INC.	: : : : JULY 27 2026

~~[PROPOSED]~~ ORDER AND FINAL JUDGMENT GRANTING MOTION FOR FINAL 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 or 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 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; and

WHEREAS, on January 20, 2026, Plaintiff filed a Motion for Preliminary Approval of Settlement (Entry No. 164.00), which was granted by this Court (Pearson, J.) on March 2, 2026 (Entry No. 164.30); and

WHEREAS, the Court issued an Order Granting Motion for Preliminary Approval of Class Settlement ("Preliminary Approval Order"), also on March 2, 2026 (Entry No. 167.00); and

WHEREAS, following the Court's preliminary approval of the proposed settlement, the parties worked together to effectuate proper and reasonable notice to the Class Members of the pr1Ooposed Settlement Agreement, consistent with the Court's Orders regarding notice; and

WHEREAS, an Affidavit reflecting these efforts was previously filed with this Court on June 4, 2026 (Entry No. 172.00); and

WHEREAS, as evidenced by the Affidavit in support, notice of the proposed settlement to all Class Members has been completed, consistent with this Court's prior Orders; and

WHEREAS, since notice of the proposed Settlement Agreement was effectuated, there have been no objections filed by any Class Members nor have there been any new opt-out requests made; and

WHEREAS, there were fifty-eight (58) Payment Directive Forms received from Class Members who were required to submit this form to participate in the proposed settlement and will receive payments under the terms of the proposed Settlement Agreement if the Court grants final approval;

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 and Final Judgment incorporates by reference the definitions in the Plaintiff's Motion for Preliminary Approval, Plaintiff's Motion for Final Approval and the Settlement Agreement and all terms defined therein shall have the same meaning in this Order and Final Judgment. To the extent there are any discrepancies by and between the Plaintiff's Motion for Preliminary Approval, Plaintiff's Motion for Final 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 or 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 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 approves the proposed settlement as set forth in the Motion for Preliminary Approval, Motion for Final Approval and Settlement Agreement as fair, adequate, and reasonable and in the best interests of the Class. The Parties are directed to implement and consummate the Settlement, as set forth in the Settlement Agreement.

5. As used in this Order and Final Judgment, 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, Plaintiff's Motion for Final Approval and Settlement Agreement. The Defendant and its counsel shall have no responsibility or obligation for administering, managing and/or overseeing the Settlement Funds and/or the Uniform Annual Payments to the Settlement Members.

7. The Court previously found that the process, form and content of the 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. The Court reiterates this finding.

8. The Court also previously approved 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) and directed Class Counsel to complete the Settlement Notice in accordance with the procedure set forth in the Settlement Agreement, within thirty (30) of the Preliminary Approval Order.

9. The Court finds that Class Counsel has completed the Settlement Notice in compliance with its prior Orders, which Settlement Notice was reasonably calculated to apprise Class Members of the proposed settlement and satisfied the requirements of due process.

10. The Court also finds that due and adequate notice of the Fairness Hearing was given to the Settlement Class and a fair opportunity was offered to Settlement Members to participate in the Fairness Hearing if desired.

11. The Court finds that, other than the Widow and Heirs of David Whitby and Bruce Perronne, who are no longer living and whose surviving spouses have opted them out of this Action, no other Class Members have opted out of this Action, the proposed Settlement Agreement, or objected thereto.

12. The Court finds that all Class Members, except the Widow and Heirs of David Whitby and Bruce Perronne, are: (a) deemed to be a part of the "Settlement Class," defined as "Settlement Members;" (b) subject to the terms, conditions and releases of the Settlement Agreement; (c) deemed to have waived any objections to the settlement; and (d) foreclosed from

making any objection (whether by appeal or otherwise) to the settlement and may not be heard to oppose the settlement, unless otherwise ordered by the Court.

13. Furthermore, the Court finds that any Settlement Member who has failed to provide the Payment Directive Form to Class Counsel prior to the issuance of this Order and Final Judgment is 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. Moreover, if any of the checks distributed to Settlement Class Members go uncashed within the 180-day time period, Class Counsel shall cancel such check and such Settlement Member's share of the Annual Settlement Payment shall be split and paid equally to the remaining Settlement Members.

14. Confidential Information pertaining to the Settlement, including but not limited to personal identifying information and any otherwise nonpublic information of the Class Members, shall be handled in accordance with Practice Book Section 4-7, et seq.

15. All Settlement Members, including those who have not duly submitted Payment Directive Form to Class Counsel prior to the issuance of this Order and Final Judgment, are nonetheless 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 this Order and Final Judgment and all Settlement Members shall be conclusively deemed to have fully and finally released the Defendant from any and all claims as set forth in the Settlement Agreement.

16. Indeed, the Defendant is hereby relieved of all obligations to the Class Members, 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 the Settlement Agreement.

17. Furthermore, 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, shall be deemed released and waived on behalf of the Class, 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, and the balance of the Capital Certificates shall be deemed gifts to the New Club for tax purposes. In the event of a breach of the Settlement Agreement by the Defendant, the Settlement Members' sole recourse would be to seek to enforce the terms thereof.

18. The Action is dismissed with prejudice on the merits and without costs to any party, except as otherwise provided herein or in the Settlement Agreement. The Court hereby enjoins all Settlement Members from filing or prosecuting any claims, suits, or administrative proceedings regarding claims released by the settlement.

19. Without affecting the finality of this Order and Final Judgment in any way, the Court shall retain jurisdiction over this matter to effectuate the enforcement of the terms of the Settlement Agreement, if needed.

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 and Final Judgment 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 and Final Judgment may be used by the Parties to enforce its terms, whether in this action or in any other action or proceeding.

21. The Court approves Class Counsel's request for Attorney's Fees and Expenses in the amount of $140,223.63. The Court finds that this amount is reasonable and appropriate under applicable law and the circumstances of this case. Class Counsel to be paid his fee, to be split and paid equally, on a *pro rata* basis over the five (5) years, inclusive of the Annual Administration Fee, from each Annual Settlement Payment.

22. The Court approves Class Counsel's request for a Service Award of $25,000, in total, to the five (5) Settlement Class Representatives. The Service Award is warranted to compensate the Settlement Class Representatives for their contributions to the litigation and their work on behalf of the Settlement Class. The Class Representatives to be paid their fee, to be split and paid equally, on a *pro rata* basis over the five (5) years, from each Annual Settlement Payment.

23. This Order and Final Judgment and the Settlement 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, Annual Administration or Class Representative Fees that are lower than the amounts sought in the motion filed by Class Counsel. To be clear, the Class Counsel, Annual Administration and Class Representative Fees shall be deducted from, and

not added to, the Settlement Amount. Under no circumstance shall the Defendant be responsible for paying more than the Settlement Amount.

24. 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 and Final Judgment or the terms of the settlement. Specifically, and without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement. Likewise, the Parties may, without further order of the Court or notice to the Settlement Class, agree to and adopt such amendments to the Settlement Agreement that are consistent with this Order and Final Judgment and that do not limit the rights of Settlement Class Members under the Settlement Agreement.

25. In accordance with the Court's findings, the Clerk of Court shall enter judgment.

IT IS SO ORDERED.

DATED: July 27, 2026

Hon. Daniel J. Klau