

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 May 4, 2026</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 Postmarked on or before May 4, 2026</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 Postmarked on or before May 4, 2026</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 Postmarked on or before May 4, 2026]</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 May 4, 2026. **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 <https://reddingclassaction.com>, or by calling (203) 515-1870 or by reviewing the "Long-Form Notice" at <https://reddingclassaction.com>, 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 May 4, 2026. Additional information is available at <https://reddingclassaction.com> or by calling (203) 515-1870.

Any Payment Directive Forms must be postmarked on or before May 4, 2026 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 May 4, 2026.

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 <https://reddingclassaction.com> or call the Settlement Administrator /Class Counsel at (203) 515-1870.

❖ 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 May 4, 2026. 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.
Harriton & 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 May 4, 2026.

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 May 4, 2026.

❖ **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 April 2, 2026, 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 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 April 2, 2026, and contain a detailed breakdown of the Class Representatives’ participation in this matter. This motion will be available 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 10:00 a.m. on July 27, 2026 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 May 4, 2026. 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 <https://reddingclassaction.com> or emailing anthony@ajlesq.com or calling [(203) 515-1870.

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