

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

SUPERIOR COURT OF NEW JERSEY LAW DIVISION, MONMOUTH COUNTY

IF YOU paid to the PINE BARRENS GOLF CLUB, L.L.C. (“Pine Barrens”) a membership joining fee, a portion of which was refundable upon resignation from Pine Barrens on the terms and conditions set forth in your membership agreement with Pine Barrens, A CLASS ACTION SETTLEMENT WILL AFFECT YOUR RIGHTS.

You are receiving this notice because the records of Pine Barrens reflect that you are a Current Member or Former Member and paid a membership joining fee to join Pine Barrens, a portion of which may be refundable pursuant the terms of your Membership Agreement with Pine Barrens (a “Refundable Deposit”). Pursuant to a class action lawsuit described below, the Plaintiffs in the class action and the Defendants named in that case, Pine Barrens, Empire Golf Management, LLC (“EGML”), Bergstol Enterprises, Eric Bergstol, Mark Unger, Michael Sommerfeldt, Rudy Virga, and Barbara Iasillo (collectively the “Named Defendants”), have filed with the Court a Stipulation and Agreement of Compromise, Settlement, and Release (the “Stipulation”) in connection with a request for the Court’s preliminary approval of a settlement that will settle any and all potential disputes between you and the Named Defendants arising from any claim you may have for a return of your Refundable Deposit or any related claims (the “Settlement”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Stipulation, which you can obtain a copy of as set forth below.

Pursuant to the proposed Settlement:

- if you are a Former Member of Pine Barrens (as defined below), Pine Barrens is offering you reimbursement of a portion of the Refundable Deposit you paid, payable within twenty (20) days of the Effective Date of the Settlement;
- if you are a Current Member of Pine Barrens (as defined below), Pine Barrens is offering you a modification of your Membership Agreement and Pine Barrens’ current rules and policies (the “Plan Modification”). The Plan Modification will require Refundable Deposits to be paid to resigned members after every fifth new member joins Pine Barrens rather than after every seventh new member joins. Pine Barrens will also agree to honor any future refundable deposit arrangements consistent with your Membership Agreement, except as modified by the Plan Modification. Without conceding any prior wrongdoing, Pine Barrens further agrees not to engage in the practices complained of in the two consolidated lawsuits referenced below (which the parties are referring to as the “Promise”). You will otherwise retain all rights and obligations under your Membership Application and agreements on file.

The Court has not decided in favor of either the Plaintiffs or the Named Defendants. Instead, both sides agreed to the Settlement and entered into the Stipulation. That way, they avoid the cost of a trial, and all of the Class Members can receive the benefits of the Settlement without bringing their own litigation. The Class Representatives and the Class Counsel believe, after analyzing the issues in the case as well as receiving documents produced by the Named Defendants, that the Settlement is the best resolution for all Class Members.

In order to participate in the Settlement terms described in this Notice, you do not need to do anything. However, you may also decide to opt out of the Settlement, which means you will be able to preserve your claims against the Named Defendants individually but will not participate in any of the Settlement benefits. You may also enter an appearance either on your own or through counsel if you so desire.

If this Settlement is approved, its most important terms are as follows:

- a. If you are a Former Member of the Pine Barrens and you paid a Refundable Deposit, you will receive payment within twenty days after the settlement is approved (subject to appeal timetables) of 50% of the Refundable Deposit attributable to your membership, also subject to deductions of any Charges that Pine Barrens claims you owe as reflected on Pine Barrens' Books and Records.
- b. If you are a Former Member of Pine Barrens and disagree with any Charges that Pine Barrens claims you owe, you are entitled to arbitrate the claim regarding the Charges or file a suit in Monmouth County Small Claims Court, depending on the amount of the Charges allegedly owed.
- c. If you are a Former Member of Pine Barrens who has Aged Receivables and/or Charges which exceed 50% of your Refundable Deposit ("Excess Charges"), Pine Barrens will release and waive any such Excess Charges obligation.
- d. If you are a Current Member of Pine Barrens you will receive a modification of Pine Barrens' current rules and policies that will require Pine Barrens to pay refunds to resigned Members after every fifth new member joins Pine Barrens, which represents an improvement over the current policy of requiring refunds be paid after every seventh new member joins.
- e. Pine Barrens also agrees to not engage in the practices complained of in the two consolidated lawsuits referenced below, although it does not admit to having done so in the past.
- f. The payment of counsel fees and costs to Class Counsel has not and will not reduce the benefits to the Class.

The Settlement contains additional terms which are included in the Stipulation. The Stipulation is available from Class Counsel on request (see Class Counsel name and street and email addresses, set forth below).

If you do not take steps to exclude yourself from this Settlement, you will automatically be included in the Class.

**YOUR RIGHTS WILL BE AFFECTED WHETHER YOU ACT OR DON'T ACT.
PLEASE READ THIS NOTICE CAREFULLY.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
<p><u>FORMER MEMBER:</u> YOU CAN DO NOTHING</p>	<p>If you do nothing, you will automatically be included in the Class Settlement. You thereby agree to settle all claims that you have which arise from your Membership Agreement. If you are entitled to a refund under the terms thereof, within twenty (20) days of the Effective Date of the Settlement, a lump sum payment of that refund (less any applicable Charges) will be sent to you by a third party experienced in handling settlements of this sort, referred to as the "Class Administrator", in a manner determined by Class Counsel on notice to Named Defendants and subject to Court approval.</p> <p>Also, if you have Aged Receivables and/or Charges which exceed 50% of your Refundable Deposit and are not entitled to a lump sum payment as a result, Pine Barrens will release and waive any such Excess Charges obligation as part of the settlement.</p>

<p><u>CURRENT MEMBER:</u> YOU CAN DO NOTHING</p>	<p>If you do nothing, you will automatically be included in the Class Settlement. You thereby agree to settle all claims that you have which arise from your Membership Agreement.</p> <p>Beginning twenty (20) days after the final approval of the Settlement, but retroactively effective as of the date of final approval, Pine Barrens will require refunds to be paid to resigned Members after every fifth new member joins Pine Barrens in accordance with the applicable rules and policies, rather than current schedule of refunds after every seventh new member joins. You will otherwise retain all rights and obligations under your membership applications and agreements on file.</p> <p>Also, while Pine Barrens denies that it has engaged in the practices complained of in the Wolf and Bartsche Complaints, Pine Barrens will also agree not to engage in such practices and moving forward will honor any future refundable deposit arrangements consistent with applicable member applications and agreements, except as modified by the Settlement (the “Promise”).</p>
<p>YOU CAN EXCLUDE YOURSELF FROM THE SETTLEMENT</p>	<p>If you do not want to receive the benefits of the Settlement and you want to give up your right to be part of the lawsuit against Pine Barrens, you must write to Class Counsel and Named Defendants’ Counsel to exclude yourself from the Settlement Class as discussed below. You must send your request for exclusion by November 12, 2021, in the manner described on pages seven and eight below. This is known as “opting out”.</p>
<p>YOU CAN OBJECT TO THE SETTLEMENT</p>	<p>If you do not want to exclude yourself, but you do not like something about the Settlement, you may write to the Court, Class Counsel, and Named Defendants’ Counsel to explain why you do not like the Settlement. To see how to send such objections, refer to page nine of this Notice. However, if your objection to the Settlement is not approved, you will be bound by the Settlement. Excluding yourself from this Settlement by opting out is the only sure way to avoid being bound by its terms.</p>
<p>YOU CAN GO TO A HEARING</p>	<p>If you object to the Class Settlement, you may also ask to appear in Court, either on your own or through an attorney of your choosing, and speak to the Court about the fairness of the Settlement. That request must be made in writing in a timely way (as described below) which also states the basis for your objection.</p>

- These rights and options – **and the deadlines to make your decision** – are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve this Settlement.

BASIC INFORMATION

1. Why did I get this Notice?

You are receiving this notice because the records of Pine Barrens reflect that you are either a Former Member or a Current Member of Pine Barrens and that you paid a membership joining fee a portion of which may be refundable pursuant to the terms of your Membership Agreement with Pine Barrens.

You have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available through the Settlement, and what you must agree to in order to receive those benefits.

The Court in charge of the case is the Superior Court of New Jersey, Law Division, for Monmouth County, New Jersey. The case actually consists of two similar cases that have been consolidated as part of this Settlement. The first case is known as *Charles Wolf, on behalf of himself and all others similarly situated v. Pine Barrens Golf Club, LLC, Empire Golf Management, LLC, Bergstol Enterprises, Eric Bergstol, an individual, Mark Unger, an individual, Michael Sommerfeldt, an individual, Rudy Virga, an individual, and Barbara Iasillo, an individual, as well as fictitiously named parties, ABC Companies 1-25 and John and Jane Does 1-25*, Docket No. MON-L-004108-20. The second case is known as *Robert Bartsche, on behalf of himself and all others similarly situated v. (the same defendants listed above)*, Docket No. Mon-L-000978-21.

2. What is this lawsuit about?

The Plaintiffs entered into Membership Agreements with Pine Barrens pursuant to which membership joining fees were paid to Pine Barrens. The Plaintiffs' Membership Agreements provided for refund of a portion of the membership joining fees upon Plaintiffs' resignation from Pine Barrens under the terms and conditions set forth in the Membership Agreement. This suit arose when Plaintiffs sought payment of the refundable portion of the membership joining fees. The lawsuit alleged, among other things, that the defendants were liable to the plaintiffs for breach of contract and violations of the New Jersey Consumer Fraud Act, and sought damages and other relief. Commencing in May 2021, counsel for the Plaintiffs and counsel for the Named Defendants engaged in arm's length discussions, negotiations, and mediation regarding potential resolution of Plaintiffs' claims. Plaintiff Roger Bartsche is a Former Member of Pine Barrens and represents the Former Member Class Members. Plaintiff Charles Wolf represents the Current Member Class Members. On July 1, 2021, the Parties entered into a Memorandum of Understanding detailing certain terms to be incorporated into a final Stipulation to settle all of the claims herein.

On August 4, 2021, the Parties entered into the Stipulation in which Pine Barrens has agreed to pay to Former Members 50% of the Refundable Deposit in a lump sum payment less any outstanding charges at Pine Barrens as listed on the Books and Records, including items such as (for example) unpaid dues, guest fees, merchandise, or food and beverage charges (the "Charges"). Pine Barrens further agreed to modify its current rules and policies for Current Members to require refunds to be paid to resigned Members after every fifth new member joins Pine Barrens, which represents an improvement over the current policy of refunds paid after every seventh new member joins. Also, Pine Barrens agrees to not engage in the practices complained of in the two consolidated lawsuits referenced above, although Pine Barrens denies it did so in the past.

3. Why is this a class action?

In a class action, one or more Class Representatives (in this case, the two individual plaintiffs) have sued on behalf of themselves and other members who have similar claims if the Court approves use of the

class action device. In this case, every individual who paid a membership joining fee to Pine Barrens a portion of which remains refundable upon resignation under the terms and conditions set forth in their Membership Agreements with Pine Barrens is a member of the Class, and the Court has preliminarily approved use of the class action device for purposes of the Settlement and directed that you and other potential class members receive this notice. In a class action, one court resolves the issues in the case for all Class Members, except those who exclude themselves from the Class by opting out.

4. Why is there a settlement?

The Court has not decided in favor of either the Plaintiffs or the Named Defendants. Instead, both sides agreed to a Settlement. That way, they avoid the cost of a trial, and all of the Class Members can receive the benefits of the Settlement without bringing their own litigation. The Class Representatives and the Class Counsel believe, after analyzing the issues in the case as well as receiving documents produced by Named Defendants, that the Settlement is the best resolution for all Class Members.

5. Who is in the Settlement?

The Settlement includes all Members who fit the definition of the Classes described above.

You will automatically be considered part of the Class unless you write to Class Counsel and Defense Counsel to indicate that you want to be excluded from the Settlement.

THE SETTLEMENT BENEFITS – WHAT YOU WILL GET IF YOU DO NOT OPT OUT OF THE SETTLEMENT CLASS

6. What does the Settlement Provide?

If this Settlement is approved, its most important terms are as follows:

- a. If you are a Former Member of Pine Barrens and you paid a Refundable Deposit, you will receive 50% of the Refundable Deposit attributable to your membership, subject to deductions for any Charges Pine Barrens claims you owe as reflected on the Books and Records.
- b. If you are a Former Member of Pine Barrens and disagree with any Charges which Pine Barrens claims you owe, you are entitled to arbitrate the claimed Charges or file a suit in Monmouth County Small Claims Court, depending on the amount of the Charges allegedly owed.
- c. If you are a Former Member of Pine Barrens who has Aged Receivables and/or Charges which exceed 50% of your Refundable Deposit, Pine Barrens will release and waive any such Excess Charges obligation.
- d. If you are a Current Member of Pine Barrens, you will receive a modification of Pine Barrens' current rules and policies. The Plan Modification will require refunds to be paid to resigned Members after every fifth new member joins Pine Barrens, which represents an improvement over the current policy of refunds paid after every seventh new member joins.
- e. Pine Barrens also agrees to not engage in the practices complained of in the two consolidated lawsuits referenced above, without admitting it did so in the past.
- f. The payment of counsel fees and costs has not and will not reduce the benefits to the Class.

The Settlement contains additional terms which are included in the Stipulation of Settlement. The Stipulation of Settlement is available from Class Counsel on request. (see Class Counsel name and physical and email addresses set forth below).

If you are a Former Member, a summary of the details of the Settlement amount for you are attached to this Notice in an Individual Summary Sheet. If you are a Current Member, you will NOT receive an Individual Summary Sheet because of the nature of the benefits being provided to you, as set forth above.

7. What are my obligations under the Settlement?

In exchange for the benefits listed above, you agree to release Pine Barrens, EGML, and all other Defendants from any claims concerning Refundable Deposits paid under your Membership Agreement, as described more fully below.

8. What are my payment options?

If you do not exclude yourself from the Settlement Class, the Class Administrator will, twenty (20) days after the Effective Date of the Settlement, send Former Members the amount that they are owed.

IMPORTANT: If you do nothing, you will automatically be included in the Class Settlement. You will agree to settle all claims that you have which arise from your Membership Agreement. If you are entitled to a refund under the terms of this settlement, that refund will be sent to you by the Class Administrator in a manner determined by Class Counsel on notice to Named Defendants and subject to Court approval.

9. What will I give up if I stay in the Class?

Unless you exclude yourself by sending a written request for exclusion to Class Counsel and Defense Counsel, you are staying in the Class, and that means that you cannot sue or be part of any other lawsuit against Pine Barrens or any of the other Named Defendants about the legal issues in this case, but rather will receive the benefits of the Class Settlement. It also means that all of the Court's Orders will apply to you and legally bind you. If you do not exclude yourself from the Settlement, you will be bound by a "Release of Claims," which provides in pertinent part (along with the names of specific representatives of Named Defendants being released) that:

All Members of the Class, and each of them (excluding Members who have properly requested exclusion) permanently release all Defendants (both Named Defendants and the Fictitious Defendants) and all of their respective principals, employees, representatives, affiliates and attorneys, in their representative capacities with Pine Barrens, EMGL, or Bergstol Enterprises or their individual roles with or arising from their positions with, ownership, or activities at Pine Barrens, EMGL, or Bergstol Enterprises, from any and all claims which were brought or which could have been brought in the Action by the Class or any Class Member relating to, in connection with or arising from their Refundable Deposits, excepting only any express continuing obligations by Pine Barrens and EGML under the Settlement and obligations by Current Members to Pine Barrens under their respective membership agreements and as per the Plan Modification set forth in this Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to accept the Settlement and want to keep your individual right to sue Pine Barrens, EGML and the other Defendants for the claims made in this case, then you must take steps to get yourself out of the Settlement. This is called excluding yourself – or is sometimes referred to as "opting out" of the Settlement Class.

IMPORTANT: The fact that you may already be engaged with Pine Barrens in litigation about your Membership Agreement does not automatically exclude you from the Settlement Class, although Pine Barrens knows of no such litigation. Also, the fact that you may be represented by counsel other than

Class Counsel does not automatically exclude you from the Settlement Class. To be excluded from the Settlement Class, you must write to Class Counsel and Defense Counsel as described below.

10. How do I get myself out of the Settlement?

To exclude yourself from the Settlement, you must send a letter to Class Counsel and Named Defendants' Counsel. Be sure to include your name, address, telephone number, and signature. You must mail the exclusion request **postmarked no later than November 12, 2021 to:**

Class Counsel:

Mark W. Morris, Esq.
CLARK LAW FIRM, P.C.
811 Sixteenth Avenue
Belmar, New Jersey 07719
Attorneys for Plaintiffs

Named Defendants' Counsel:

Clark E. Alpert, Esq.
WEINER LAW GROUP LLP
629 Parsippany Road
Parsippany, NJ 07054

You cannot exclude yourself by phone or by e-mail. If you ask to be excluded, you will not receive any of the Settlement benefits or payments, you will not have settled any of your economic disputes with Pine Barrens based on your Membership Agreement, you cannot object to the Settlement, and you will not be legally bound by anything that happens in this lawsuit. You may be able to sue Pine Barrens in the future.

11. If I do not exclude myself, can I sue Pine Barrens over my Membership Agreement in a different lawsuit or court?

No. Unless you exclude yourself, you give up any right to sue Pine Barrens for the claims that this Settlement resolves. If you have a pending lawsuit against Pine Barrens, although Pine Barrens does not know of any such lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class, in writing, to continue your lawsuit.

12. If I exclude myself, can I get a refund for the Refundable Deposit portion of my Membership Agreement?

If you exclude yourself from the Settlement, Pine Barrens is not obligated to compromise or settle the financial obligations under the Membership Agreement and will not be obligated under the Settlement to pay you any amounts or provide you with any benefits in accordance with the Settlement. You will instead retain the rights you currently have under the terms of your Membership Agreement. Excluding yourself from the Settlement does not prevent you from individually suing to enforce any rights under the terms of the Membership Agreement, which Pine Barrens can then defend.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has preliminarily approved the Clark Law Firm, P.C., in Belmar, New Jersey, to represent you and other Class Members. These lawyers are called Class Counsel. Class Counsel will be seeking a legal fee payable separate and apart from the Settlement funds they have obtained for the Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

Class Counsel does not provide legal advice to anyone who has opted-out or to anyone considering whether they should opt-out or not.

14. How will the Class Lawyers be paid?

In connection with the Settlement, Class Counsel will file an application with the Court seeking an award of counsel fees and cost reimbursement in the total combined amount of up to \$450,000.00, which is separate and apart from the benefits awarded to the Class Members, and has not reduced and will not reduce the benefits to the Class. Named Defendants have agreed to the reasonableness of that fee and so advised the Court in settlement papers. The awarded fees and expenses will be paid out of a separate Class Counsel settlement payment and will be awarded for producing the benefit created by the class action in the form of payments by Pine Barrens to Former Members and the Plan Modification and Promise for Current Members. The legal fees and expenses awarded by the Court to Class Counsel will not be deducted from the amount otherwise owed to you under the Settlement. Pine Barrens and EGML will be responsible for retaining the third-party Class Administrator and for the costs of administering the Settlement, and there will be no deduction for these costs from the amount otherwise owed to you under the Settlement.

OBJECTING TO THE SETTLEMENT

If you stay in the Settlement Class, you can tell the Court that you do not agree with the Settlement or some part of it.

15. How do I tell the Court if I do not like the Settlement?

If you are a Class Member, you can object to the Settlement if you do not like any part of it. You can also give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must mail a written objection **postmarked no later than November 12, 2021** to the Court, Class Counsel, and Named Defendants' Counsel designated below:

Re: Objection to *Charles Wolf v. Pine Barrens Golf Club, LLC., et.al.* / *Robert Bartsche v. Pine Barrons Golf Club, LLC., et.al.*, Class Settlement

Clerk of the Court
Superior Court of New Jersey
Monmouth County Law Division
71 Monument Street
Freehold, New Jersey 07728

Class Counsel:

Gerald H. Clark, Esq.
Mark W. Morris, Esq.
CLARK LAW FIRM, P.C.
811 Sixteenth Avenue
Belmar, New Jersey 07719

Named Defendants' Counsel:

Clark E. Alpert, Esq.
WEINER LAW GROUP LLP
629 Parsippany Road
Parsippany, NJ 07054

Be sure to include your name, address, telephone number, signature, and the reasons you object to the settlement or any part of it.

16. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. Please note that you cannot both exclude yourself from the Settlement Class and object to the Settlement. If you exclude yourself from the Settlement Class by sending a written request for exclusion to Class Counsel, then you have no standing to object to the Settlement which is done by sending a letter to the Court, Class Counsel, and Named Defendants' Counsel.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing (referred to as a "Fairness Hearing") to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. If you object, and you file the necessary document ahead of time, as described below, you may attend to object.

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at **1:30 p.m. ET on November 19, 2021**, via Zoom video conference at the Superior Court of New Jersey, Monmouth County Law Division, 71 Monument Street, Freehold, New Jersey 07728. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Judge who is assigned to adjudicate this hearing will listen to people who have asked to speak at the hearing. The Court may also decide at or after that hearing how much to pay to Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing? What papers should I file?

No. Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. If you intend to appear to object, you have to send a written objection ahead of time in any event, as part of your Notice of Intent to Appear described below, stating the basis for your objection. You may also pay your own lawyer to attend, but it's not necessary. To speak to the Court or have your lawyer do so, you must also file a Notice of Intent to Appear **postmarked by no later than November 12, 2021**.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a written Notice of Intent to Appear, **postmarked by no later than November 12, 2021**. See paragraph 15 of this Notice.

GETTING MORE DETAILS ABOUT THE SETTLEMENT

20. Are there more details about the Settlement?

This notice summarizes the proposed settlement. More details are in the Stipulation. You can get a copy of the Stipulation by writing to Mark W. Morris, Esq. at the Clark Law Firm, P.C., 811 Sixteenth Avenue, Belmar, New Jersey 07719 or by visiting: <https://www.clarklawnj.com/>.

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FORMER MEMBER'S INDIVIDUAL SUMMARY SHEET

Member Name: «FirstName» «LastName»

Address: «Street» «Street2», «City», «State» «Zip»

Account Number: «Account»

Amount of Refundable Portion of Membership Joining Fee: «Refundable_Joining_Fee»

Below is Your “Settlement Balance”:

Item	Amount
1. 50% of the Refundable Portion of Membership Joining Fee attributable to your Membership, subject to adjustment based on Charges described in Item #2.	«M_50_of_Refundable_Joining_Fee»
2. Minus Unpaid Charges due on your Membership Account.	«Charges_Due»
3. Settlement Balance Due to You (Sum of #1 - #2)	«Settlement_Payment»

PIN «BarCode» «MailCode»
«FirstName» «LastName»
«Attn»
«Street» «Street2»
«City», «State» «Zip»