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Attorneys for Defendants Pine Barrens Golf Club, LLC; Empire Golf Management, LLC; Bergstol Enterprises; Eric Bergstol; Mark Unger; Michael Sommerfeldt; Rudy Virga; and Barbara Iasillo

<p>CHARLES WOLF, on behalf of himself and all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>PINE BARRENS GOLF CLUB, LLC; EMPIRE GOLF MANAGEMENT, LLC; BERGSTOL ENTERPRISES; ERIC BERGSTOL; MARK UNGER; MICHAEL SOMMERFELDT; RUDY VIRGA; BARBARA IASILLO; ABC COMPANIES 1- 25 (fictitiously named parties); and JOHN and JANE DOES 1-25 (fictitiously named parties),</p> <p style="text-align: center;">Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: MONMOUTH COUNTY</p> <p>DOCKET NO.: MON-L-4108-20</p> <p style="text-align: center;">Civil Action</p>
<p>ROGER BARTSCHE, on behalf of himself and all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>PINE BARRENS GOLF CLUB, LLC; EMPIRE GOLF MANAGEMENT, LLC; BERGSTOL ENTERPRISES; ERIC BERGSTOL; MARK UNGER; MICHAEL SOMMERFELDT; RUDY VIRGA; BARBARA IASILLO; ABC COMPANIES 1- 25 (fictitiously named parties); and JOHN and JANE DOES 1-25 (fictitiously named parties),</p> <p style="text-align: center;">Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: MONMOUTH COUNTY</p> <p>DOCKET NO.: MON-L-978-21</p> <p style="text-align: center;">Civil Action</p> <p>STIPULATION AND AGREEMENT OF COMPROMISE, SETTLEMENT AND RELEASE</p>

Plaintiffs and Named Defendants (each, as defined herein, a "Party" and, collectively, the "Parties"), through their undersigned counsel in the above-captioned action, have reached this

Stipulation and Agreement of Compromise, Settlement and Release (with the exhibits hereto, the/this "Stipulation"), subject to approval by this Court:

RECITALS

WHEREAS, on December 21, 2021, Charles Wolf ("Wolf"), individually and on behalf of the putative class consisting of all members of Pine Barrens Golf Club, Ocean County, New Jersey who paid refundable deposits (collectively, the "Former Member Class Members" or "Former Members") filed a putative class action Complaint ("Wolf Complaint") in the Superior Court of New Jersey, Law Division, Monmouth County, Docket No. MON-L-4108-20 (the "Wolf Action") against the above-named Defendants, Pine Barrens Golf Club, LLC ("Pine Barrens"), Empire Golf Management, LLC ("EGML"), Bergstol Enterprises, Eric Bergstol, Mark Unger, Michael Sommerfeldt, Rudy Virga, and Barbara Iasillo (collectively, the "Named Defendants"), as well as fictitiously named parties, ABC Companies 1-25 and John and Jane Does 1-25 (collectively, the "Fictitious Parties");

WHEREAS, on February 2, 2021, in lieu of filing an Answer, Named Defendants filed a motion to dismiss the Wolf Complaint and/or alternatively for summary judgment (the "Motion to Dismiss"); on February 23, 2021, Wolf filed a brief in opposition to the Motion to Dismiss; and on March 1, 2021, Named Defendants filed a reply brief in support of the Motion to Dismiss;

WHEREAS, on March 5, 2021, the Court held oral argument on the Motion to Dismiss, and partially granted the Motion, dismissing Wolf's claim under the New Jersey Consumer Fraud Act ("CFA"), which sought treble damages and attorneys' fees, as well as dismissing Wolf's unjust enrichment claim;

WHEREAS, on March 15, 2021, Named Defendants answered the remaining Counts of the Wolf Complaint;



WHEREAS, on March 19, 2021, Roger Bartsche (“Bartsche”, and, jointly with Wolf, the “Proposed Class Representatives” or “Plaintiffs”), individually and on behalf of the putative class consisting of all Former Member Class Members, filed a putative class action Complaint in the Superior Court of New Jersey, Law Division, Monmouth County, Docket No. MON-L-978-21 against the same Named Defendants and Fictitious Parties (the “Bartsche Action”, and jointly with the Wolf Action being consolidated therewith, the “Action”);

WHEREAS, on March 24, 2021, Wolf filed a Motion for Reconsideration of the Order partially granting the Motion to Dismiss, seeking reinstatement of the dismissed CFA claim (the “Motion for Reconsideration”); on April 8, 2021, Named Defendants filed a brief in opposition to the Motion for Reconsideration; and, on April 12, 2021, Wolf filed a reply brief in support of the Motion for Reconsideration;

WHEREAS, on April 16, 2021, the Court held oral argument on the Motion for Reconsideration, rendered an oral ruling on that date, and issued an Order on April 19, 2021 granting the Motion for Reconsideration and thus reinstating the CFA claim;

WHEREAS, on May 4, 2021, Named Defendants filed a Motion for Leave to File an Interlocutory Appeal to the New Jersey Superior Court, Appellate Division (Docket No. AM-468-20) (the “Motion for Leave to Appeal”), and, on May 17, 2021, Wolf filed a brief in opposition to the Motion for Leave to Appeal;

WHEREAS, on May 27, 2021, the Appellate Division issued its Order Denying the Motion for Leave to Appeal;

WHEREAS, Plaintiffs’ counsel served the Complaint in the Bartsche Action on counsel for Named Defendants on May 28, 2021;



WHEREAS, commencing in late May of 2021, counsel for Plaintiffs and counsel for Named Defendants engaged in arm's-length discussions and negotiations regarding a potential class-wide resolution of the claims asserted in the Action;

WHEREAS, in the same time frame, the Parties began serving discovery demands upon one another, including (1) Wolf's First Set of Interrogatories and First Notice to Produce Documents upon Defendants, served on May 26, 2021; and (2) Named Defendants' Notice in Lieu of Subpoena Duces Tecum for Plaintiff Charles Wolf, served on May 27, 2021, and scheduling his deposition for June 8, 2021;

WHEREAS, on May 25 and 28, 2021, the Parties expressed mutual interest in attempting to resolve this dispute via mediation, and, during such discussions, the Parties agreed to engage Retired Judge Mark B. Epstein ("Judge Epstein") as mediator, and simultaneously reached out to retain Judge Epstein to conduct such mediation, who agreed to conduct same (the "Mediation");

WHEREAS, pursuant to ongoing negotiations and the Mediation, Pine Barrens produced to Plaintiffs a substantial volume of documents relating to the issues in the Action, including information regarding the membership of Pine Barrens;

WHEREAS, counsel for Plaintiffs have reviewed these voluminous documents from Pine Barrens in connection with their ongoing settlement discussions and negotiations with counsel for Named Defendants and have performed diligent analysis in connection therewith;

WHEREAS, in connection with the above-referenced briefing and the mediation itself, counsel for Named Defendants raised various potential defense(s) with counsel for Plaintiffs;

WHEREAS, in the course of the settlement negotiations, counsel for Plaintiffs considered those defenses;

WHEREAS, on July 1, 2021, following extensive negotiations, counsel for Plaintiffs and counsel for Named Defendants (and an authorized representative for the Pine Barrens and EGML)

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entered into a binding settlement Memorandum of Understanding (“MOU”) which (by way of summary of certain of its provisions, which speak for themselves) provided for: (a) escrow of the settlement funds by the Club within approximately thirty days; (b) the consolidation of the Wolf Action and the Bartsche Action; (c) the filing of a consolidated Amended Complaint to also include the “Current Members” (as defined below) as Plaintiffs within the putative class; (d) the drafting of this Stipulation; (e) the preparation of a notice to members regarding the terms of the settlement set forth in the MOU; (f) the preparation of a Joint Motion or Order on Consent to grant certification of the putative class and for preliminary approval of the settlement and the issuance of the notice to the class; (g) the passage of sufficient time at that point, prior to the Court’s consideration of an Order finally approving the settlement, so that the members of the putative class may evaluate the settlement and provide comments or objections; and (h) the entry of a final order approving the settlement;

WHEREAS, counsel for Plaintiffs and counsel for Named Defendants believe the Settlement is in the best interests of their respective clients in order to (1) avoid the expense, duration, and uncertainty of litigation, (2) compromise all liability and damages claims, (3) limit the risk of collection, and (4) achieve prompt and concrete results for the intended class;

WHEREAS, on July 16, 2021, pursuant to the MOU, a consent order permitting the filing of an Amended Complaint was submitted (a) consolidating the Wolf Action and the Bartsche Action, and (b) expanding the putative class to consist not only of Former Members but also current members of Pine Barrens to whom a refundable deposit is owed upon their respective resignations from Pine Barrens (“Current Members” or “Current Member Class Members”), to the extent set forth (and except as limited) in the definition of Class in paragraph 3 below;

WHEREAS, the full Class, as defined in detail below, now includes both Former Members and Current Members, except as set forth in the definition of Class in paragraph 3 below;



WHEREAS, on the basis of their analysis of the information provided to them, Plaintiffs' counsel, in consultation with their clients, have determined that the settlement on the terms set forth herein (the "Settlement") is fair, reasonable, adequate, and in the best interests of Plaintiffs, and believe it would be in the best interests of the Class (as defined in paragraph 3 below) if the Class is certified;

WHEREAS, Named Defendants have denied, and continue to deny, that any of them engaged in any of the wrongful acts alleged in the Action, or in any way breached the membership agreements with Plaintiffs or any Class Members, and expressly maintain that they diligently and scrupulously complied with their respective legal duties, to the extent such duties exist, and are entering into the Settlement solely to eliminate the burden, expense, and uncertainties inherent in further litigation;

WHEREAS, Plaintiffs believe and continue to believe that each of their claims as set forth in the Action have merit;

WHEREAS, in connection with discussions and negotiations leading to the Settlement, counsel for the Parties did not discuss the appropriateness or amount of an application by Plaintiffs' counsel for an award of attorneys' fees and expenses until they had negotiated at arm's length and agreed upon the substantive terms of the MOU on behalf of and for the benefit of the Plaintiffs and the intended Class;

WHEREAS, Named Defendants agree that the Action was and is the catalyst and efficient cause of the Settlement;

WHEREAS, Plaintiffs and Named Defendants wish to settle and resolve the claims of the Plaintiffs and all claims relating to or arising out of the subject matter of the Action; have, following arm's-length negotiations, reached an agreement as set forth in this Stipulation, settling



the Action on the terms and subject to the conditions set forth herein; and believe the Settlement is in the best interests of the Parties and the Class;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, in consideration of the benefits afforded herein, that the Action shall be compromised, settled, released, and dismissed with prejudice as to all Defendants in the Action, and as to Plaintiffs and all members of the Class, upon and subject to the following terms and conditions, and further subject to the approval of the Court and pursuant to R. 4:32:

RECITALS

1. All the foregoing Recitals are incorporated herein as substantive terms of the Settlement.

BINDING NATURE OF STIPULATION OF SETTLEMENT

2. The Parties agree that subject only to Court approval, this Stipulation shall be treated as binding, because: (a) Named Defendants' counsel is relying on same to escrow the settlement funds; (b) all Parties shall be relying on this Stipulation's enforceability during the time in which they proceed to take the necessary procedural steps to obtain Court approval thereof; and (c) the MOU is binding until replaced by this Stipulation. The Parties therefore agree that the Settlement is binding, and further that this Stipulation in particular is binding upon execution hereof by counsel for the Parties, subject only to the grant and entry of the Preliminary Order as defined in paragraph 7 of this Stipulation and the grant and entry of the Final Approval Order as defined in paragraph 9 of this Stipulation. Except as set forth in the immediately preceding sentence, there are and shall be no other conditions to the Settlement being binding.



CLASS CERTIFICATION AND CLASS COUNSEL

3. The Plaintiffs shall seek, and the Named Defendants will support, the Court's certification in this Action, for the sole and exclusive purpose of the Settlement, a class action settlement, pursuant to New Jersey Court Rule 4:32, that is defined as:

Any person or entity who paid Pine Barrens Golf Club a membership deposit and/or joining fee, a portion of which was refundable upon resignation from Pine Barrens Golf Club on the terms and conditions set forth in their respective membership agreements with Pine Barrens Golf Club, their respective successors-in-interest, successors, predecessors-in-interest, predecessors, agents, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them and which includes Former Member Class Members and Current Member Class Members identified herein (the "Class").

Excluded from this Class are any person, firm, trust, corporation, or other entity related to or affiliated with Defendants, and any member who, prior to July 1, 2021, has already been paid a refund by Pine Barrens ("Previously Paid Members").

4. Pine Barrens represents and warrants that the spreadsheet annexed hereto as Exhibit A represents a true and accurate list of all Former Members, including all persons or entities who paid Pine Barrens Golf Club a membership deposit and/or joining fee, a portion of which is refundable upon resignation from Pine Barrens under the terms and conditions set forth in the respective applications and agreements, except Current Members and members paid prior to July 1, 2021 (the "Refundable Deposits"), and the spreadsheet annexed hereto as Exhibit A-1 represents a true and accurate list of all Current Members. Exhibit A will also include a statement as to each Former Member's applicable Membership Application and Agreement and the essential terms of the refundable deposits as well as a statement as to the amount of membership deposit and/or joining fee each respective Former Member paid. Exhibit A will further include the amount each Former Member would be entitled to under their respective Membership Application and Agreement, taking into account transfer fees and aged receivables. Likewise, Exhibit A will include each Former Member's outstanding transfer fees and aged receivables. Exhibit A will

further include the amount each Former Member would be entitled to under this Stipulation and Agreement. Lastly, Exhibit A will include a statement as to each Former Member as to whether they ever resigned or were deemed inactive and the dates of such resignation or inactive status.

a. The parties agree that a list of Current Members, entitled “Confidential Current Members List”, will be provided to Class Counsel and contain the information set forth in Paragraph 4 above, to the extent applicable, and will be kept confidential by Class Counsel unless and until there is a dispute involving same, and in that case, confidentiality will be lifted only to the extent necessary to resolve the dispute. The Confidential Current Members List will be complete and accurate and contain all pertinent information contained in Defendants’ records relating to the Current Members.

5. The Plaintiffs shall seek, and Named Defendants will support, the Court’s certification in the Action of the representative Plaintiffs (Messrs. Wolf and Bartsche) as Class Representatives and Clark Law Firm, PC (the “Clark Firm”) as counsel to the Class (“Class Counsel”).

6. For purposes of this Stipulation only, the Parties stipulate that Wolf’s Club membership status is adequate to represent the sub-class of Current Members, even though for convenience he is included along with other Inactive Members on the “Former Member” list. This Stipulation shall not be admissible in any contested proceedings between/among these parties in this case or in any other case, and shall be of no effect if this Settlement is not given final approval by the Court. The Parties further stipulate, for purposes of this Stipulation only, that the resigned Members and inactive Members shall properly be treated jointly as a single sub-class of Former Members, whose class representative shall properly be Bartsche.



SUBMISSION AND APPLICATION TO THE COURT

7. As soon as practicable, but not later than ten (10) days after this Stipulation has been executed, the Parties shall apply jointly by consent order, or, if necessary, by motion, for the entry of the Preliminary Order Approving Settlement (the "Preliminary Order") in the form attached hereto as Exhibit B, certifying the Class, appointing the Class representatives and Class Counsel and establishing the procedure for: (a) the approval of notice to the Class substantially in the form attached hereto as Exhibit C (the "Notice to the Class"); (b) the Court's consideration of final approval of the proposed Settlement and Final Judgment in the form substantially similar to Exhibit D (the "Final Approval Order"), and (c) consideration of Class Counsel's application for an award of attorneys' fees and expenses. The form of any Notices to be sent hereunder to Former Members or Current Members (jointly, "Members" or "Class") hereunder shall be subject to the approval of Named Defendants, or in the event of any disagreement, the Court.

RETENTION OF THIRD-PARTY CLASS ADMINISTRATOR

8. Promptly upon the entry of the Preliminary Order, Pine Barrens and EGML shall retain, upon reasonable and customary operational terms, RG/2 Claims Administration, LLC, a third-party company experienced in the administration of class action settlements (the "Class Administrator") to perform the administrative functions attendant to the Settlement, including but not limited to: (a) finalizing and mailing the Notice to the Class in accordance with the Preliminary Order and promptly filing in the Action an affidavit with regard to this service; (b) setting up an escrow account for monies funding the Settlement as forwarded by counsel for Named Defendants (acting as escrowee, as set forth below), promptly following the Effective Date; (c) delivering to Plaintiffs' counsel, by check payable to "Clark Law Firm, P.C.," within five (5) business days of the Effective Date, as that term is defined in paragraph 10 of this Stipulation, the amount of attorneys' fees and expenses awarded by this Court to Class Counsel; (d) delivering to each



member of the Class, within fifteen (15) days of the Effective Date, a check in the amount of net proceeds payable to each member of the Class; (e) delivering to class representatives Charles Wolf and Roger Bartsche their respective incentive awards within five (5) business days of the Effective Date; and (e) such other tasks as are incidental or necessary to any of the foregoing. Pine Barrens and EGML shall be solely responsible for the payment of the fees and expenses of the Class Administrator.

ORDER AND FINAL JUDGMENT

9. If, following the hearing on final approval of the Settlement, the Court approves the Settlement (including any modification thereto made with the consent of the Parties) as fair, reasonable, and adequate and in the best interests of the Class, the Parties shall jointly request that the Final Approval be memorialized in the form of a Final Approval Order enforcing the terms of the Settlement (including any modification thereto made with the consent of the Parties), in the form annexed hereto as Exhibit D.

10. The effective date of the Settlement shall be forty-five (45) days after the entry of the Final Approval Order without a valid notice of appeal having been filed or, if a valid notice of appeal has been filed, then the day after all appellate rights with respect to the Final Approval Order have expired or been exhausted in such a manner as to effectively affirm the Final Approval Order (the "Effective Date").

SETTLEMENT PAYMENTS AND MEMBERSHIP MODIFICATIONS

11. In reliance on the representation and warranty set forth in paragraph 4 of this Stipulation, the Parties stipulate that the Refundable Deposits for Former Members, as reflected on the books and records of Pine Barrens ("Books and Records"), total \$749,399.57, subject to the deduction of the amount of the Aged Receivables as defined in paragraph 12 of this Stipulation.



12. Pine Barrens represents that set forth on Exhibit A are the charges owed by Former Member Class Members to Pine Barrens for unpaid aged charges/receivables 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 "Aged Receivables" or "Charges").

13. To the extent that the amount of any Aged Receivables and/or Charges owed by any settling Former Member who did not opt out exceeds 50% of such Former Member's Refundable Deposit (the "Excess Charges"), Pine Barrens releases and waives any such Excess Charges obligation.

14. As part of the "Settlement Funding" as detailed below, Pine Barrens shall pay, to each Former Member of the Class who has not opted out of the Settlement, a lump sum (the "Member's Payment") equal to (i) 50% of his or her Refundable Deposit as set forth on Exhibit A (ii) less the amount of any Aged Receivables applicable to such Former Class Member shown as unpaid on Pine Barrens' Books and Records, subject to the "Challenge to Aged Receivables" section set forth below.

15. As to any Current Member not opting out of the Settlement, Pine Barrens shall modify its current rules and policies, within twenty days of the entry of the Final Approval Order but effective as of said entry, to require refunds to be paid to resigned Members after every fifth new member joins Pine Barrens in accordance with such rules and policies, rather than after every seventh new member, (the "Plan Modification"). Current Members shall otherwise retain all rights and obligations under their respective membership applications and agreements on file. Named Defendants acknowledge that this undertaking constitutes very substantial value for the benefit of the Current Members.

16. Without acknowledging having done so in the past, Pine Barrens further agrees not to engage in the practices complained of in the Wolf and Bartsche Complaints, and moving forward



will honor any future refundable deposit arrangements consistent with applicable member applications and agreements, except as modified herein (the "Promise").

17. As to valid and unchallenged open or ongoing Aged Receivables by Pine Barrens of Former Class Members not opting out, Pine Barrens may make adjustments to reduce the amount of the Member's Payment by the amount of the valid and unchallenged open or ongoing Aged Receivables, against each Member on the Books and Records, which adjustment shall be subject to the "Challenge Rights" set forth below.

18. In order to fund the settlement payments as set forth in paragraph 14 of this Stipulation, Pine Barrens and EGML shall, within ten (10) business days of the signing of this Stipulation, cause to be paid into the attorney trust account of counsel for Named Defendants' law firm, Weiner Law Group LLP ("WLG"), the "Current Settlement Amount", defined as the net calculation of all of the following: the amount of 327,401 Dollars and 15 Cents (\$327,401.15), representing 50% of the Refundable Deposits owed to Former Members, less the aggregate amount of the Aged Receivables applicable to such Former Members (the "Escrow"). Transfers by WLG to the Class Administrator of amounts described herein, for purposes of fulfilling this settlement, shall be deemed valid transfers of such Escrow funds by WLG.

19. The Current Settlement Amount shall be held and assembled in a settlement fund (the "Settlement Fund"), together with the "Service Awards" and "Proposed Class Counsel Fees" (each as defined below), and counsel for Named Defendants shall provide Class Counsel proof of same broken down by earmarked categories. The Settlement Fund shall thereafter be considered funds of the Class and Class Counsel, subject to final judicial approval of the Settlement and any "Cancellation Options" as set forth below, and subject to reduction by virtue of any opt-outs (which WLG may return to Pine Barrens upon receipt of notice of such opt-outs), and shall not be considered an asset of any bankruptcy estate of any Defendant, and except for such opt-out



amounts shall not be released without entry of the Final Approval Order or other Order of the Court, but shall be released in appropriate amounts to the Class Administrator following the Effective Date. Upon the Effective Date, the appropriate amounts of the Settlement Fund shall be transferred by WLG to the Class Administrator to be distributed by the Class Administrator to the Former Members in a manner determined by Class Counsel on notice to Named Defendants and subject to Court approval, provided, however, that any amounts held in the Settlement Fund on account of any Former Members of the Class who have opted out shall revert to Pine Barrens and EGML. In the event the Settlement is finally rejected, or a Cancellation Option is validly exercised, the Settlement Fund, together with any accumulated interest earned less any amount spent on notice and administration, shall revert to Pine Barrens and EGML, and the Class Administrator shall return such amounts to WLG. Apart from any reverter provisions set forth (a) in this paragraph, (b) in paragraph 22 with respect to the Service Awards, (c) in paragraph 25 with respect to the Class Counsel Fund, (d) in paragraph 30 regarding opt-outs, and (e) in paragraphs 31, 32 and 33, there will be no other reverter of funds to the Named Defendants.

20. Named Defendants will make best efforts to provide direct notice to Class Members and settlement amounts for deceased Class Members shall be paid to their respective estates. Any unclaimed settlement funds, or settlement funds earmarked for Class Members who cannot with due diligence be found, shall be maintained for a reasonable time of no less than one year and no more than six years, as Pine Barrens shall determine, and thereafter be disposed of pursuant to N.J.S.A. 46:30B-1, et seq., the New Jersey Unclaimed Property Statute.

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CHALLENGE TO CHARGES

21. Any Former Member of the Class may challenge any component of the Aged Receivables deducted from his or her settlement payment ("Challenge Rights" or "Challenge") as follows:

(a) For challenges of Aged Receivables totaling in excess of Three Thousand Dollars (\$3,000.00), the exclusive forum to adjudicate such challenge shall be by binding arbitration before the American Arbitration Association ("AAA") under its Commercial Arbitration Rules Expedited Procedures (before one arbitrator), specifying the challenged amounts. The fees of the AAA and the arbitrator shall be split evenly by the parties to the arbitration, who will both urge the AAA to hold such expedited hearing in a total of one-half day.

(b) For challenges of Aged Receivables totaling Three Thousand Dollars (\$3,000.00) or less, the exclusive forum to adjudicate such challenge shall be the Small Claims Court of the Superior Court, Ocean County, New Jersey. During any challenge, the challenged amount shall be held in reserve by Pine Barrens; however, if the initiation of the challenge does not precede the funding of the Current Settlement Amount, then Pine Barrens may calculate and disburse the Current Settlement Amount in accordance with Pine Barrens' Books and Records as to Aged Receivables, without prejudice to the outcome of the Challenge. Any such Challenge must in any event be brought, by any Former Member pursuing same, within two years of the entry of the Final Approval Order.

SERVICE AWARDS

22. Named Defendants also agree to pay service awards to the Proposed Class Representatives ("Service Awards") as follows: to Wolf, the sum of \$5,000; and to Bartsche, the sum of \$3,500. These sums shall be paid in the manner and within the time frames set forth above, to be held in trust by WLG along with the aforementioned amounts, subject to final judicial



approval of the Settlement and subject to any other Cancellation Option, shall not be considered an asset of any bankruptcy estate of any Defendant, and shall not be released without entry of the Final Approval Order or other Order of the Court. Additionally, in the event the Settlement is finally rejected, the Class Counsel Fund, together with any accumulated interest earned less any interest spent on notice and administration, shall revert to Pine Barrens and EGML and released within seven (7) days following the Effective Date. Bartsche agrees that he is a resigned Member of the Club, and Wolf agrees to resign on the Effective Date; and they both further agree not to (a) apply for nor become members in the future, nor (b) return to or appear at the Club as members, guests or otherwise.

LEGAL FEE AND EXPENSES TO BE PAID TO CLASS COUNSEL

23. The Parties stipulate and agree this is a fee shifting case, that the payment of counsel fees and costs has not and will not reduce the benefits to the Class, and that discussion of counsel fees did not take place until substantial agreement had been reached on the benefits to the Class.

24. Named Defendants consent and agree that Class Counsel (intended to be Clark Law Firm, P.C.) shall be entitled to apply to the Court for its fee for legal services, and for reimbursement of expenses incurred by Class Counsel in connection with the Action, of up to the combined amount of Four Hundred Fifty Thousand Dollars (\$450,000.00) (the "Proposed Class Counsel Fees"). Named Defendants will not object to that award, and agree to the reasonableness of that amount, taking into account, among other things, the work performed, benefits to the class and contingent nature of the representation, and substantial risk of non-payment if the matter were to proceed through litigation, and agree to join in the motions for preliminary approval, and final approval, including payment of counsel costs and fees and the Service Fees. If Class Counsel is thus approved, Named Defendants shall pay the amount of the awarded legal fees and expenses separately and not 'off the top' out of the Current Settlement Amount, by delivering a check



payable to "Clark Law Firm PC" within five (5) business days following the Effective Date of the Settlement.

25. Named Defendants further agree that the Proposed Class Counsel Fees shall first be paid by Pine Barrens and/or EMGL into the settlement fund (the "Class Counsel Fund"). Specifically, within ten (10) business days of the signing of this Stipulation, Pine Barrens and EGML shall pay the Proposed Class Counsel Fees into the attorney trust account of WLG and counsel for Named Defendants shall provide Class Counsel proof of same, broken down by earmarked categories. The Class Counsel Fund shall thereafter be considered funds of Class Counsel, subject to final judicial approval of the Settlement and subject to any other Cancellation Option, shall not be considered an asset of any bankruptcy estate of any Defendant, and shall not be released without entry of the Final Approval Order or other Order of the Court. Additionally, in the event the Settlement is finally rejected, the Class Counsel Fund, together with any accumulated interest earned less any interest spent on notice and administration, shall revert to Pine Barrens and EGML.

STIPULATION OF DISMISSAL AND RELEASE OF DEFENDANTS

26. The Final Approval Order shall provide that after the later of the full funding of the Current Settlement Amount and the Effective Date, Plaintiffs' Counsel shall deliver to counsel for Named Defendants a stipulation of dismissal of all claims in the Action against all of the individual Defendants named in the Action, namely, Mark Unger; Michael Sommerfeldt; Rudy Virga; and Barbara Iasillo (the "Individual Defendants") with prejudice and without costs or fees.

27. The Order and Final Judgment shall provide that, effective only after and not before the full funding of the Current Settlement Amount and the Effective Date, any member of the Class not opting out shall be deemed, without any further action needing to be taken, to have fully and completely released 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, for 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.

RELEASE OF PLAINTIFFS

28. The Order and Final Judgment shall provide that, effective only and not before the full funding of the Current Settlement Amount and the Effective Date, all Defendants in the Action shall be deemed to have released without any further action all settling members of the Class and their respective principals, representatives, affiliates and attorneys, excepting only any express continuing obligations under the Settlement and obligations by Current Members to Pine Barrens under their respective membership agreements.

CONDITIONS AND TERMS OF SETTLEMENT

29. Without denying their contractual commitments, Named Defendants deny that they have committed any wrongdoing or liability with respect to any or all claims asserted in the Action, including that they have committed any violations of law, that they have acted improperly in any way, or that they have any liability or owe any damages of any kind to Plaintiffs and the Class, but are entering into this Stipulation solely because they consider it desirable that the Action be settled and dismissed with prejudice in order to, among other things, (a) eliminate the burden, inconvenience, expense, risk and distraction of further litigation, and (b) put to rest and terminate all the claims which were or could have been asserted against the Defendants in the Action.

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30. Plaintiffs and Plaintiffs' counsel assert that each of their claims had substantial merit when filed and are agreeing to the Settlement of these claims because the settlement payment, Plan Modification and Promise (a) represent a significant portion of the claims sought in the Action, (b) avoid the expense, duration, and uncertainty of litigation, (c) limit the risk of collection, and (d) achieve prompt and concrete results for the putative class. Plaintiffs and Plaintiffs' counsel also took into consideration the strengths and weaknesses of their claims and determined that the terms of the Settlement are fair, reasonable, adequate, and in the best interest of the Class.

OPT-OUTS AND CANCELLATION OPTIONS

31. All Class Members shall have the right to opt-out of the settlement class as set forth in Exhibit C ("the Notice to the Class"). If twenty (20) or more Class Members exercise their right to opt out as set forth in Exhibit C, Named Defendants may cancel this Stipulation by providing written notice to opposing counsel with intent to do so within five (5) days after the opt-out deadline set by the Court. Upon such notice, this Stipulation shall be null and void and of no force and effect. In such event, this Stipulation shall not be deemed to prejudice in any way the respective positions of the Parties with respect to the Action or to entitle any party to the recovery of costs or expenses incurred in connection with the intended implementation of the Settlement.

32. If the Court invalidates any part of this Stipulation, then either party may cancel this Stipulation by providing written notice to opposing counsel with intent to do so within five (5) days of entry of an order providing for such invalidation. Upon such notice, this Stipulation shall be null and void and of no force and effect. In such event, this Stipulation shall not be deemed to prejudice in any way the respective positions of the Parties with respect to the Action or to entitle any party to the recovery of costs or expenses incurred in connection with the intended implementation of the Settlement.



33. This Stipulation shall be null and void and of no force and effect if the Settlement (including any modification thereto made with the consent of the Parties) does not receive Final Approval for any reason. In any such event, this Stipulation shall not be deemed to prejudice in any way the respective positions of the Parties with respect to the Action or to entitle any party to the recovery of costs or expenses incurred in connection with the intended implementation of the Settlement.

34. "Cancellation Options" means the provisions set forth in paragraphs 31, 32 and 33 of this Stipulation (i) that permit a Party or Parties to cancel this Stipulation or (ii) that deem this Stipulation to be null and void and of no force and effect if final judicial approval of the Settlement is not obtained.

BEST EFFORTS

35. The parties and their attorneys agree to cooperate fully with one another in seeking the Court's approval of the Settlement, and to use their best efforts to effect, take, or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable laws, regulations, and agreements to consummate and make effective, as promptly as practicable, the Settlement (including, but not limited to, using their best efforts to resolve any objections raised to the Settlement).

36. Without further order of the Court, the Parties may agree to reasonable extensions of time not expressly prohibited by the Court in order to carry out any provisions of this Stipulation.

STAY OF PROCEEDINGS

37. Pending Final Approval of the Settlement by the Court, Plaintiffs and Class Counsel agree to stay, and to urge this Court to stay, this proceeding and not to initiate any and all other proceedings other than those incident to the Settlement itself. The parties will request the Court to so order in its Preliminary Order.



38. In the Preliminary Order, the Parties will request that the Court, pending final determination of whether the Settlement should be approved, order that Plaintiffs and all members of the Class, and any of them, be barred and enjoined from commencing, prosecuting, instigating or in any way participating in the commencement or prosecution of any action asserting any claims made in the Action, either directly, representatively, derivatively, or in any other capacity, against Defendants or the other individuals or entities to be released in the Settlement.

39. Plaintiffs agree that Named Defendants shall have an extension of time to respond to the Second Amended Complaint in the Wolf Action and the Complaint in the Bartsche Action (if a response is needed at all in light of the settlement) until thirty days after the Court's entry of an Order (a) denying approval of the Settlement or (b) mooted the need to respond by ordering Final Approval of this settlement.

CONFIRMATORY DISCOVERY

40. The Parties will cooperate in expeditiously carrying out the terms of the settlement and effecting any confirmatory discovery, prior to entry of a Final Approval Order. Beginning with the Certification of Michael Sommerfeldt, Named Defendants shall also make themselves available for further reasonable confirmatory discovery, should Class Counsel deem it necessary, including inspections of original documents, financial audits (including review of original membership agreements, lists, checks, etc.) and/or depositions.

41. The Parties reiterate and reaffirm their agreement, as first set forth in the MOU, that Judge Epstein shall serve as arbitrator for any issue on the subject of such confirmatory discovery.

STIPULATION NOT AN ADMISSION

42. The provisions contained in this Stipulation shall not be deemed a presumption, concession, or admission by any of the Parties of any fault, liability, or wrongdoing, or a lack of any fault, liability, or wrongdoing, as to any facts or claims alleged or asserted in the Action, or



any other actions or proceedings, and shall not be interpreted, construed, deemed, invoked, offered, or received in evidence or cross-examination or otherwise used by any person in the Action, or in any other action or proceeding, whether civil, criminal, or administrative, except for any litigation or judicial proceeding arising out of or directly relating to this Stipulation or the Settlement and limited to matters of enforcement thereof.

ENTIRE AGREEMENT AND AMENDMENTS

43. This Stipulation supersedes all written or oral communications, agreements or understandings that may have existed prior to its execution, including the MOU; and constitutes the entire agreement among the Parties with respect to the subject matter hereof; and may be modified or amended only by a writing signed by the signatories hereto. This Stipulation shall be binding upon and inure to the benefit of the Parties and their respective agents, executors, heirs, successors, and assigns.

COUNTERPARTS

44. This Stipulation may be executed in multiple counterparts by any of the signatories hereto, including by facsimile or scanned images, and as so executed shall constitute one agreement.

GOVERNING LAW AND VENUE

45. This Stipulation and the Settlement contemplated by it shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without regard to its conflict of laws principles. Any proceeding or litigation relating to or arising from this Stipulation and the Settlement, or its subject matter, validity, performance, or enforcement, shall exclusively be brought in this Court.

A handwritten signature in black ink, appearing to be 'JD' or similar, located at the bottom right of the page.

SUCCESSORS AND ASSIGNS

46. This Stipulation, and all rights and powers granted hereby, shall be binding upon and inure to the benefit of the Parties and their respective agents, executors, heirs, successors, and assigns, provided that no party shall assign or delegate its rights or responsibilities under this Stipulation without the prior written consent of the other parties.

CONSTRUCTION AND PRINCIPLES OF INTERPRETATION

47. None of the Parties to this Stipulation shall be considered to be the drafter of this Stipulation or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

48. The following principles of interpretation apply to this Stipulation:

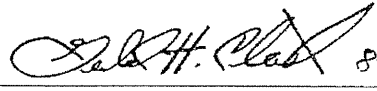
- (a) Headings. The headings of this Stipulation are for reference purposes only and do not affect in any way the meaning or interpretation of this Stipulation.
- (b) Singular and Plural. Definitions apply to the singular and plural forms of each term defined.
- (c) Gender. Definitions apply to the masculine, feminine and neuter genders of each term defined.
- (d) References to a Person. References to a Person are also to the Person's permitted successors and assigns.
- (e) Terms of Inclusion. Whenever the words "include," "includes" or "including" are used in this Stipulation, they shall not be limiting but rather shall be deemed to be followed by the words "without limitation."



AUTHORITY

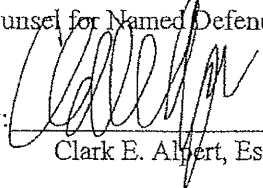
49. The undersigned attorneys represent and warrant that they have the authority from their clients to enter into this Stipulation and bind their clients hereto.

CLARK LAW FIRM, PC
Counsel for Plaintiffs

By:  8-4-21
Gerald H. Clark, Esq.

Dated: August 4, 2021

WEINER LAW GROUP, LLP
Counsel for Named Defendants

By: 
Clark E. Albert, Esq.

Dated: August 3, 2021