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16 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

17 **IN AND FOR THE COUNTY OF SONOMA**

18
19 ZACHARY DEL RIO, an individual, on behalf
of himself, and all others similarly situated,

20 Plaintiffs,

21 v.

22 EBIT GOLF, INC., a California corporation;
23 COURSECO, INC., a California corporation;
and DOES 1-20, inclusive,

24 Defendants.

Case No. 23CV01037

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

Date:

Time:

Dept:

Before the Honorable Jane Gaskell

1 Plaintiffs' unopposed Motion for Preliminary Approval of Class Action & PAGA
2 Settlement came on for hearing on _____ at 3:00 p.m. in Department 17
3 of this honorable Court. Having read and considered the moving papers, the Declarations of Eric
4 S. Trabucco and Kyle R. Nordrehaug filed in support thereof and the exhibits attached thereto,
5 including the Settlement Agreement, proposed Class Notice Packet, the Settlement Administrator
6 bid and information packet, and having heard all argument by counsel presented at the hearing,
7 and good cause appearing, the Court finds and orders as follows:

8 1. Plaintiffs Francisco Diosdado-Miranda, Zachary Del Rio and Defendants
9 CourseCo, Inc., Black Point Golf, LLC, and Ebit Golf, Inc., through their respective counsel of
10 record, have reached an agreement to settle all claims in this action, which alleges class-wide
11 violations of the California Labor Code, unlawful business practices under Business &
12 Professions Code sections 17200, *et seq.* and a representative claim for civil penalties pursuant to
13 California's Private Attorney General Act ("PAGA"), Labor Code sections 2698, *et seq.* See Joint
14 Stipulation for Class Action and Private Attorney General Act ("PAGA") Settlement
15 ("Settlement" or "Agreement"), Ex. 1 to the Declaration of Eric S. Trabucco ("Trabucco Decl.")).
16 Under this Settlement, the Gross Settlement Amount that Defendants are obligated to pay in
17 connection with the Settlement of the Action is one million nine-hundred thousand dollars and
18 zero cents (\$1,900,000.00).

19 2. The Court has reviewed the terms of the proposed Settlement Agreement, as well
20 as the Declaration of Eric S. Trabucco, which sets out in detail the litigation, the informal
21 discovery exchanged, and mediation efforts undertaken by both parties that paved the way for this
22 Settlement. Based upon this Court's review of the Settlement Agreement, the Notice of Motion
23 for Preliminary Approval of Class Action and PAGA Settlement, the Memorandum of Points and
24 Authorities in Support Thereof, the Declaration of Eric S. Trabucco in support of the Motion and
25 the exhibits attached thereto, and the Declaration of Kyle Nordrehaug in support of the Motion, as
26 well as the entire record in this matter, the Court finds that the Settlement appears to be fair,
27 adequate, and reasonable to the Class, and falls within the range of possible judicial approval.

28 3. The Court confirms that the notice procedure presented by the Settlement

1 Agreement constitutes the best notice practicable, while also providing, within the relevant notice
2 documents, all information required to protect the due process interests of the Class. The
3 proposed notice procedure is the best practicable in that the Class Notice will be issued to all
4 Class Members via United States Postal Service First Class Mail for whom valid mailing
5 addresses are available. In addition, the Settlement Administrator will take the necessary steps to
6 resend the Class Notice in certain situations to ensure that the notice reaches as many of the Class
7 Members as is practical. The Court further finds that the proposed notice procedure appropriately
8 provides notice to the Class of the terms of the Settlement Agreement and the options facing the
9 Class including, but not limited to: exclusion from the Settlement; representation by counsel of
10 their choosing; to remain a member of the Class and automatically receive payment if the
11 Settlement Administrator has their valid mailing address; challenging their respective number of
12 workweeks worked; and/or objecting to the terms of the Settlement.

13 Therefore, good cause appearing, **IT IS HEREBY ORDERED** that:

14 4. The Court preliminarily approves the Class Action Settlement Agreement;

15 5. The Court grants conditional certification for settlement purposes only of the
16 following Class, pursuant to Code of Civil Procedure section 382:

17 All persons employed by Defendants as non-exempt employees from July
18 13, 2017 to September 13, 2024 (the “Class Period”).

19 6. The Court Appoints Marco A. Palau, Joseph D. Sutton, and Eric S. Trabucco of
20 Advocates for Worker Rights LLP, and Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit
21 Bhowmik, Nicholas J. De Bloiuw, and Piya Mukherjee of Blumenthal Nordrehaug Bhowmik De
22 Blouw LLP, as Class Counsel for the Class;

23 7. The Court appoints Plaintiffs Francisco Diosdado-Miranda and Zachary Del Rio as
24 the Class Representatives for the Class;

25 8. The Court approves, as to form and content, the Class Notice packet, including the
26 Request for Exclusion Form and the Individual Class Member Verification Form; the procedure
27 for providing notice to the Class; and the procedure for Class members to object to, or request
28 exclusion from, the Settlement. In implementing the Notice procedure, the Parties may make any

1 necessary changes to these documents provided those changes are consistent with this Order;

2 9. The Court will not rule on the proposed attorneys' fees and reasonable litigation
3 expenses awards, nor on the proposed Representative Service Awards, at this time; rather, it will
4 consider whether to approve those requests based on its review of a separate noticed motion to be
5 filed by Plaintiffs prior to the Final Approval hearing;

6 10. The Court hereby approves the Parties' selection of Phoenix Class Action
7 Administration Solutions ("Phoenix") as the Settlement Administrator and directs Phoenix to
8 perform all tasks related to administration and distribution of this Settlement. Phoenix provided a
9 bid not to exceed \$46,500 to administer this Settlement. Should the administration cost be less
10 than \$46,500, the difference will be retained in the Net Settlement Amount for distribution to the
11 Class;

12 11. The Settlement Administrator is further ordered to provide the approved Class
13 Notice in accordance with the schedule below (to the extent any discrepancies between these
14 items and the Settlement exist, the terms of this Order shall control):

15 a. No later than seven (7) calendar days after the Court enters its order
16 granting preliminary approval of the Settlement, Company Defendants will provide the
17 Settlement Administrator with a Class List, in electronic format, containing, for each Class
18 Member, the Class Member's full legal name, last known mailing address, social security number,
19 telephone number and/or email address, and the dates of employment in California with
20 Defendants in a non-exempt and/or hourly-paid position. At the time Company Defendants
21 transmit the Class List(s) to the Settlement Administrator, it shall also provide to Class Counsel a
22 signed verification confirming the accuracy of the number of Class Members;

23 b. Within seven (7) days after receiving the Class Members' data, the
24 Settlement Administrator will mail the Class Notice Packets (in English and Spanish) to all
25 identified Class Members via first-class regular U.S. Mail. Prior to the mailing of Class Notice to
26 Class Members, the Settlement Administrator shall perform an electronic address search/check;

27 c. Within seven (7) business days from the date of receipt of a Class Notice
28 Packet that is returned because of an incorrect address, the Settlement Administrator will search

1 for a more current address for the Class Member using Accurant and other reasonable and cost-
2 effective skip trace methods, and re-mail the Class Notice Packet to the Class Member;

3 d. Within forty-five (45) calendar days from the date the Settlement
4 Administrator sends the Class Notice Packet, a Class Member who wishes to opt-out of the
5 Settlement must submit a request for exclusion to the Settlement Administrator; The parties will
6 provide the Court with a complete and accurate list of all Class Members who submitted a timely
7 and complete Request for Exclusion in the final approval motion;

8 e. Within forty-five (45) calendar days from the date the Settlement
9 Administrator sends the Class Notice Packet, a Class Member who wishes to object to any term of
10 the Settlement must file with the Court and serve on counsel for the Parties a written objection to
11 the Settlement setting forth the grounds for the objection. The objection must also indicate
12 whether the Class Member intends to appear at the Final Approval Hearing. Absent good cause
13 found by the Court, Class Members who do not file and serve written objections in the manner
14 and by the deadlines specified in the Class Notice will be deemed to have waived any objections
15 and will be foreclosed from making any objections (whether by appeal or otherwise) to the
16 Settlement or other related matters. Class Counsel and Defendants' counsel will file a response to
17 any objection no later than seven (7) calendar days prior to the Motion for Final Approval
18 Hearing. The Settlement Administrator will share all submitted objections with the Parties, and
19 Class Counsel will file a single packet with all objections with the Court;

20 f. A Class Member who wishes to dispute the number of workweeks they
21 worked, may do so by notifying the Settlement Administrator in writing by either email, FAX or
22 mail postmarked no later than forty-five (45) calendar days from the date the Settlement
23 Administrator sends the Class Notice Packet. The Settlement Administrator will make the final
24 determination as to the correct number of compensable workweeks for such a Class Member;

25 g. No later than fourteen (14) days following the Effective Date, Defendant
26 shall partially fund the QSF with the first installment of six hundred thirty-three thousand dollars
27 (\$633,000), by wiring said amount to the Settlement Administrator, as well as the entirety of the
28 required Employer Payroll Contributions on the Wage Portion of Class Member Settlement

1 Shares (which is not included in the Gross Settlement Amount and that Defendants shall pay
2 separately). Within fourteen (14) calendar days after receiving the first installment of six hundred
3 and thirty-three thousand dollars (\$633,000) of the Gross Settlement Amount, the Settlement
4 Administrator will pay to Class Counsel its Court-approved Litigation Expenses Payment. The
5 second installment of six hundred thirty-three thousand dollars (\$633,000) shall be wired to the
6 Settlement Administrator one hundred and eighty (180) days after the date the first installment is
7 wired, and the third and final installment of six hundred thirty-four thousand dollars (\$634,000)
8 shall be wired to the Settlement Administrator one hundred and eighty (180) days after the date
9 the second installment is wired. Within fourteen (14) calendar days after the third and final
10 installment of six hundred and thirty-four thousand dollars (\$634,000) of the Gross Settlement
11 Amount is wired from Defendants, the Settlement Administrator will pay to Plaintiffs, the Class
12 Representative Service Payments; to Class Counsel, the Class Counsel Fees and Expenses
13 Payment; to the Settlement Administrator, its reasonable fees and expenses; to the Labor and
14 Workforce Development Agency, the LWDA PAGA Payment; and to Class Members their
15 Settlement Shares and PAGA Aggrieved Employees their PAGA Shares;

16 h. If one or more Class Members fail to cash their Settlement Share check
17 within one hundred and eighty (180) days after it is mailed to their last known address, they will
18 be submitted to the State of California's Unclaimed Property Fund.

19 12. A Final Approval Hearing shall be held on _____ at
20 3:00 p.m. in Department 17 of this honorable Court, to determine whether the Settlement is fair,
21 adequate, reasonable, and should be approved. The Court reserves the right to adjourn or continue
22 the date of the Fairness Hearing without further notice to the Class.

23 **IT IS SO ORDERED.**

24
25
26 Dated: _____, 2025

The Honorable Jane Gaskell
Sonoma County Superior Court Judge