

FILED

SEP 10 2025

Clerk of the Superior Court of California
County of Sonoma
By  Deputy Clerk

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SONOMA

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

Plaintiffs,

v.

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

Defendants.

Case No. 23CV01037

**[PROPOSED] ORDER & JUDGMENT
OF FINAL APPROVAL OF CLASS
SETTLEMENT, ATTORNEYS' FEES
AND COSTS, CLASS
REPRESENTATIVE SERVICE
AWARDS, AND SETTLEMENT
ADMINISTRATION FEES**

Date: September 10, 2025

Time: 3:00 p.m.

Dept: 17

Before the Honorable Jane Gaskell

1 The Court, having considered Plaintiffs' Motion for Final Approval of Class Action
2 Settlement, Class Representatives' Service Awards, and Attorneys' Fees and Costs in the above-
3 captioned action, having read and considered all of the papers of the parties and their counsel,
4 having granted preliminary approval on April 30, 2025 and directed that notice be given to all Class
5 Members of preliminary approval of the Class Action Settlement Agreement ("Settlement
6 Agreement"), the time and location of the final approval hearing, and the right to be excluded from
7 the settlement, and having received no objections or opposition to the Settlement, and good cause
8 appearing, HEREBY ORDERS:

9 1. The settlement of the above-captioned class action as embodied in the Settlement
10 Agreement is fully and finally approved. The Settlement Agreement is hereby incorporated by
11 reference. Except as otherwise specified herein and for purposes of this Order Granting Judgment
12 Upon Final Approval Of Class Action Settlement ("Final Approval Order"), the terms used in this
13 Order have the meaning assigned to them in the Settlement Agreement, Notice of Proposed Class
14 Action Settlement and Fairness Hearing ("Class Notice"), and the Motions for Preliminary and
15 Final Approval of the Class Action Settlement.

16 2. Named Plaintiffs Zachary Del Rio and Francisco Diosdado-Miranda are hereby
17 appointed and designated, for all purposes, as the representatives for the Class, and the law firms
18 Blumenthal Nordrehaug Bhowmik De Blouw LLP and Advocates for Worker Rights LLP are
19 hereby appointed and designated as counsel for the named Plaintiffs and the Class. The Court finds
20 that attorneys for the Class are experienced class action litigators and have expressed the view that
21 the Settlement is fair, reasonable, and adequate, which further supports the Settlement.

22 3. The Court hereby finds that the Class Notice and all related documents have been
23 mailed to all Class Members as previously ordered by the Court, and that such Class Notice fairly
24 and adequately described the terms of the proposed Settlement Agreement, the manner in which
25 Class Members could object to the Settlement, and the manner in which Class Members could opt
26 out of the Class; was the best notice practicable under the circumstances; and was valid, due, and
27 sufficient notice to all Class Members; and complied fully with Civil Code § 1781(e), Rule of Court
28 3.769, due process, and all other applicable laws. The Court further finds that a full and fair

1 opportunity has been afforded to Class Members to participate in the proceedings convened to
2 determine whether the proposed Settlement Agreement should be given final approval.
3 Accordingly, the Court hereby determines that all Class Members who did not file a timely and
4 proper request to be excluded from the settlement are bound by this final Order & Judgment.

5 4. The Court finds that the Class Settlement is fair, reasonable, and adequate, and in
6 the best interests of the Class Members. The Settlement Agreement is the product of serious,
7 informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant
8 preferential treatment to any individuals, and was entered into in good faith pursuant to California
9 Code of Civil Procedure section 877.6.

10 5. Accordingly, the Court hereby finally and unconditionally approves the Settlement
11 Agreement, and specifically:

12 a. Approves the Gross Settlement Amount of \$1,900,000.00. This amount is the full
13 amount that Defendant is required to pay under this Settlement Agreement, with the exception of
14 any applicable employer's share of payroll taxes.

15 b. Approves the requested Class Representative service awards of \$10,000 each, to
16 named Plaintiffs Zachary Del Rio and Francisco Diosdado-Miranda.

17 c. Approves Class Counsel's attorneys' fee request in the amount of \$633,333.33 (split
18 75% to Advocates for Worker Rights LLP and Jessica Juarez, and 25% to Blumenthal, Nordrehaug,
19 Bhowmik & Du Blouw, LLP) because Class Counsel's request falls within the range of
20 reasonableness and the result achieved justifies the requested attorneys' fees. The Court further
21 finds that Class Counsel's 2025 hourly rates (including \$950 for Marco A. Palau, \$850 for Joseph
22 D. Sutton, \$750 for Eric S. Trabucco, and \$750 for Jessica Juarez, \$995 for Norman B. Blumenthal,
23 \$950 for Kyle R. Nordrehaug, \$895 for Aparajit Bhowmik, \$850 for Nicholas J. De Blouw, \$750
24 for Victoria Rivapalacio and \$750 for Piya Mukherjee) are reasonable and commensurate with the
25 prevailing rates for wage and hour class and representative actions.

26 d. The Court will set a compliance hearing after the completion of the distribution
27 process regarding Class Member awards before which Class Counsel and the Administrator shall
28 submit a summary accounting of how the funds have been distributed to the Class and the status of

1 any unresolved issues.

2 e. Approves Class Counsel's request for reimbursement of actual litigation expenses
3 of \$22,997.54.

4 f. Approves payment to Phoenix Settlement Administrators., the Settlement
5 Administrator, of up to \$46,500 as costs and expenses of settlement administration.

6 g. Approves allocation of one hundred thousand dollars (\$100,000.00) for penalties
7 under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.*, including
8 the PAGA payment to the California Labor and Workforce Development Agency in the amount of
9 sixty-five thousand dollars (\$65,000).

10 h. Approves that the remaining balance of uncashed Individual Settlement Payments,
11 should Participating Class Members fail to cash their check within 180 days after they are sent to
12 by the Settlement Administrator, be distributed to the Controller of the State of California to be
13 held pursuant to the Unclaimed Property Law, California Civil Code §§ 1500, *et seq.*, for the benefit
14 of those Class members who did not cash their checks until such time that they claim their property.

15 i. Approves the payment from the Net Settlement Fund of amounts determined by the
16 Settlement Administrator to be due to Class Members, per the calculation specified in the
17 Settlement Agreement.

18 6. The Court orders the following Implementation Schedule for further proceedings:
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21 No later than sixty (60) days after the Effective 22 Date (as defined in the Settlement Agreement).	Defendants shall fund the QSF with the first thousand dollars (\$633,000) of the Gross Settlement Amount ("First Payment"), by wiring said amount to the Settlement Administrator.
25 No later than fourteen (14) days after the 26 Settlement Administrator receives the First Payment	The Settlement Administrator shall pay to Class Counsel its Court-approved Litigation Expenses Payment.
27 No later than one hundred and eighty (180) 28 days after the First Payment	Defendants shall fund the QSF with the second payment of six hundred and thirty three thousand dollars (\$633,000) of the Gross

1		Settlement Amount ("Second Payment"), by wiring said amount to the Settlement Administrator
2		
3	No later than one hundred and eighty (180) days after the Second Payment	Defendants shall fund the QSF with the third payment of six hundred and thirty four thousand dollars (\$634,000) of the Gross Settlement Amount ("Third Payment"), by wiring said amount to the Settlement Administrator
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6	Within fourteen (14) days after the receipt of the full Gross Settlement Amount, the Settlement Administrator will pay to Class Members their individual Settlement Shares; the Class Representative Service Payments; to Class Counsel, the Class Counsel Attorneys' Fee Award; and to the Settlement Administrator, its reasonable fees and expenses.	The Settlement Administrator will meet any reporting obligations and pay individual Class and PAGA settlement awards to Class Members and Class Counsel's court-approved litigation expenses.
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12	One hundred and eighty (180) days after mailing Settlement checks to Class Members.	If one or more Class Members fail to cash the check for their Settlement Shares within 90 days after it is mailed to their last known address, and if the aggregate funds represented by the uncashed checks total fifteen thousand dollars (\$15,000) or more, such remaining funds will be redistributed to each Participating Class Member who did cash their original check, applying the same pro rata formula for the original Settlement Shares. This distribution shall take place within fifteen (15) days of the check-cashing deadline. If the aggregate funds represented by the uncashed checks total less than \$15,000, or any funds remain after a second distribution, they will be donated to Centro de Legal de la Raza as cy pres, with approval of the Court.
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24 7. Upon final approval of the Settlement, all Class Members who do not timely opt-out

25 of the Settlement (*i.e.*, all Participating Class Members) shall release the Released Parties from all

26 claims for civil penalties that were alleged or reasonably could have been alleged based on the facts

27 and legal theories stated in the PAGA Notices during the Settlement Class Period, based on the

28 factual allegations and legal theories in the Actions, including statutory, constitutional, tort,

1 common law, and/or contract claims and associated relief for alleged failure to pay wages for off-
2 the-clock work, failure to pay split shift pay and/or reporting time pay and/or shift differentials,
3 failure to properly calculate the regular rate of pay and/or to pay overtime for overtime hours
4 worked, failure to pay meal and/or rest break premium pay, failure to timely pay all wages owed
5 (including but not limited to accrued vacation wages) on termination of employment, failure to
6 reimburse business expenses (including but not limited to expenses for alleged uniforms and/or
7 equipment purchases and/or maintenance, personal device usage, and personal vehicle usage),
8 failure to provide meal and/or rest breaks, improper uniform deposit/deductions/reimbursement
9 practices, failure to provide accurate itemized wage statements, failure to keep accurate records of
10 hours worked, failure to provide a day of rest, and failure to timely pay all wages owed during
11 employment. This release includes all such claims for violations of Labor Code §§ 200-204, 210,
12 212, 215, 216, 218, 218.5, 218.6, 221, 222, 223, 225, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 227.3,
13 256, 354, 400-410, 452, 510, 511, 512, 551, 552, 553, 558, 558.1, 1174, 1174.5, 1175, 1182.11,
14 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1199.5, 2800, 2802 and §§ 2698 et seq. (Private Attorneys
15 General Act), Business & Professions Code §§ 17200 et seq., California Code of Regulations Title
16 8, § 11000 et seq., 29 U.S.C. § 211(c), and all other state and local wage/hour and wage payment
17 laws, including wage orders, and common law theories.

18 8. The Class Representatives shall be deemed to have, and by operation of the
19 Judgment shall have, fully, finally, and forever released, dismissed with prejudice, relinquished and
20 discharged any and all claims, causes of action against the Defendant, including but not limited to
21 those raised in the action, those released by Settlement Class Members, and those arising from or
22 related to their employment with Defendants. Because the Class Representatives are granting
23 Defendants a general release, they expressly waive and relinquish the provisions, rights, and
24 benefits of section 1542 of the California Civil Code, which reads:

25 A general release does not extend to claims which the creditor does not know or
26 suspect to exist in his or her favor at the time of executing the release, which if
27 known by him or her must have materially affected his or her settlement with the
28 debtor.

28 9. Without affecting the finality of this Order & Judgment, the Court retains exclusive

1 and continuing jurisdiction over the litigation for purposes of supervising, implementing,
2 interpreting, and enforcing this Order & Judgment and the Settlement Agreement pursuant to
3 California Rules of Court section 3.769(h).

4 10. The Court's sets a Final Compliance Hearing for 9/10/2026 at 3:00 p.m.
5 in Department 17 to determine whether the Settlement Agreement payments have been distributed
6 to the Class Members, to confirm whether any uncashed check funds have been submitted to the
7 State of California's Unclaimed Property Fund. Plaintiffs must submit a compliance report with a
8 proposed Amended Judgment (compliant with California Code of Civil Procedure § 384.5 and
9 Government Code § 65820) to the Court at least five (5) days prior to the compliance hearing date.

10 11. The Parties are hereby ordered to implement and comply with the terms of the
11 Settlement. Notice of entry of this Order & Judgment shall be given to Class Counsel on behalf of
12 named Plaintiffs and all Participating Class Members. It shall not be necessary to send notice of
13 entry of this Order or the ensuing final judgment to Class Members.

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15 This Judgment and Final Order Approving Settlement of Class Action is hereby granted
16 and the Court direct that this judgment is hereby entered.

17 **IT IS SO ORDERED.**

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20 Dated: SEP 10, 2025

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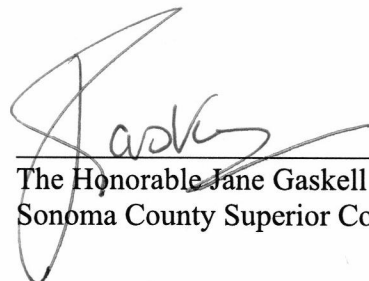
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The Honorable Jane Gaskell
Sonoma County Superior Court Judge