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

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

19 ZACHARY DEL RIO, an individual, on behalf
20 of himself, the State of California, aggrieved
employees, and all others similarly situated,

21 Plaintiffs,

22 v.

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

25 Defendants.

Case No. 23CV01037

**DECLARATION OF ERIC S.
TRABUCCO IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION &
PAGA SETTLEMENT**

Date:

Time:

Dept:

Before the Honorable Jane Gaskell

1 I, Eric S. Trabucco, declare:

2 1. I am an attorney at law licensed to practice before all courts of the State of
3 California and am a founding member of Advocates for Worker Rights LLP. My firm and I are
4 counsel for the Plaintiffs in the above-captioned cases. I am familiar with the above-captioned
5 litigation and the dispute from which it arises. All statements made herein are on personal
6 knowledge unless otherwise stated. If called as a witness, I could competently testify as to matters
7 stated herein.

8 2. This declaration is submitted in support of a proposed class and representative
9 action settlement in this wage-and-hour matter on behalf of around 8,494 non-exempt employees.

10 **I. COUNSEL'S QUALIFICATIONS**

11 **A. Firm Description**

12 3. Advocates for Worker Rights LLP ("Advocates") was founded in October 2018 by
13 attorneys Marco A. Palau, Joseph D. Sutton, and Eric S. Trabucco. The firm is dedicated to
14 representing low-wage workers in wage theft and other wage-and-hour matters and operates with
15 the purpose of providing access to justice for workers traditionally deprived of legal services due
16 to barriers such as cost and language, as well as a lack of knowledge of their labor rights. The
17 founding members have over twenty-five combined years of class and representative action
18 experience in wage-and-hour cases. Prior to establishing Advocates, the member attorneys,
19 Palau, Sutton and Trabucco, practiced together at a law firm in Oakland, California specializing in
20 class and representative actions. Advocates was founded on a commitment to the dignity of
21 workers and has oriented its practice to focus on low-wage, under-represented workers who have
22 suffered wage theft and unlawful acts of discrimination, harassment, and retaliation. Below is a
23 list of the class and/or representative actions Advocates have litigated and are currently litigating
24 as lead counsel or co-counsel, since the firm's founding:

- 25
26 a. *Macias, et al. v. QLM, Inc., et al.*: (Alameda County Superior Court, Case No.
27 RG19005507. Class and PAGA action on behalf of construction workers alleging
28 failure to pay pre/post off-the-clock time, to issue lawful wage statements, to

1 provide lawful meal and rest periods, and to pay all wages owed timely. Class and
2 PAGA settlement approved for \$1,150, 000.

3 b. *Ramirez v. Heritage Hotel Group, Inc., et al.*: (San Diego County Superior Court,
4 Case No. 37-2019-00052128-CU-OE-NC). Class and PAGA action alleging
5 FLSA violations, failure to pay for all hours worked, to pay minimum and
6 overtime wages, to provide lawful meal and rest periods, to provide accurate wage
7 statements, and to pay all wages owed at termination. Class settlement approved
8 for \$275,000.

9 c. *Moreno v. Capital Building & Maintenance Cleaning Serv. Inc.*: (Northern District
10 of California, Case No. 4:19-cv-07087-DMR). Class, FLSA opt-in collective, and
11 PAGA action on behalf of janitorial workers alleging failure to pay lawful
12 overtime wages, to issue accurate wage statements, and timely pay all wages due
13 upon termination. Class settlement approved for \$325,000.

14 d. *Marcos v. Meals on Wheels of San Francisco, Inc.*: (San Francisco Superior Court,
15 Case No. CGC-19-578451). Class and PAGA action alleging failure to pay drivers
16 for all regular and overtime hours worked, to comply with the rest and meal period
17 provisions of California law, to provide accurate itemized wage statements, and to
18 pay all wages owed timely upon the termination of the employment relationship.
19 Class settlement pending court approval.

20 e. *Arrendondo v. Southwestern & Pacific Specialty Finance, Inc., et al.*: (Eastern
21 District of California, Case No. 1:18-CV-01737-DAD-SKO). Class and PAGA
22 action on behalf of payday loan workers alleging failure to pay for all hours
23 worked, to provide rest and meal periods, to provide accurate itemized wage
24 statements, and to pay all wages owed timely upon the termination of the
25 employment relationship. Class settlement approved for \$1,400,000.

26 f. *Epter v. Downtown Streets, Inc.*: (San Francisco County Superior Court, Case No.
27 CGC-19-579955). Class and PAGA action alleging failure to pay for all hours
28 worked, to pay minimum and overtime wages, to provide lawful meal and rest

periods, to provide accurate wage statements, and to pay all wages owed timely upon the termination of the employment. Class settlement approved for \$170,000.

g. *Gonzalez v. RJA Pollinating Company, et al.*: (Imperial County Superior Court, Case No. ECU001087). Class and representative action alleging failure to pay for all hours worked, to pay minimum and overtime wages, to provide lawful meal and rest periods, to provide accurate wage statements, and to pay all wages owed timely upon the termination of the employment relationship. Class settlement approved for \$600,000.

h. *Hernandez v. Tucker Construction, Inc., et al.*: (Santa Clara County Superior Court, Case Nos. 19CV360241; 20CV364727). Class and representative actions alleging failure to pay for all hours worked, to pay minimum, overtime, and prevailing wages, to provide lawful meal and rest periods, to provide accurate wage statements, and to pay all wages owed timely upon the termination of the employment relationship. Class and PAGA settlement approved for \$325,000.

i. *Chacon-Salguero v. D.H. Smith Company, Inc., et al.*: (Santa Clara County Superior Court, Case No. 20CV370863). Class and representative action on behalf of construction workers alleging failure to pay for all hours worked, to pay minimum and overtime wages, to provide lawful meal and rest periods, to provide accurate wage statements, to reimburse all necessary business expenses, and to pay all wages owed timely upon termination. Class settlement approved for \$2,000,000.

j. *Hernandez, et al. v. Grubmarket, Inc., et al.*: (Alameda County Superior Court, Case Nos. RG20052426 & RG20071436). Class and representative action on behalf of food wholesale production workers and drivers alleging failure to pay for all hours worked, to pay minimum and overtime wages, to provide lawful meal and rest periods, to provide accurate wage statements, and to pay all wages owed timely upon termination. Class and PAGA settlement approved for \$925,000.

- 1 k. *Reyes, et al. v. The Whole Cart, LLC, et al.*: (San Francisco County Superior
2 Court, Case No. CGC-20-584861). Class and representative action on behalf of
3 kitchen workers alleging failure to pay for all hours worked, to pay minimum and
4 overtime wages, to provide lawful meal and rest periods, to provide accurate wage
5 statements, and to pay all wages owed timely upon termination. Class and PAGA
6 settlement of \$425,000 granted final approval.
- 7 l. *Segura v. Altia Transportation Corporation, et al.*: (San Francisco County
8 Superior Court, Case No. CGC-20-586926). Class action alleging failure to pay for
9 all hours worked, to pay minimum and overtime wages, to provide lawful meal and
10 rest periods, to provide accurate wage statements, and to pay all wages owed
11 timely upon termination. Class and PAGA settlement of \$450,000 granted final
12 approval.
- 13 m. *Nataren v. Semios USA, Inc.*: (Stanislaus County Superior Court, Case No. CV-
14 21-000629). Class action alleging failure to pay for all hours worked, to pay
15 minimum and overtime wages, to provide lawful meal and rest periods, to provide
16 accurate wage statements, and to pay all wages owed timely upon the termination
17 of the employment relationship. Class and PAGA settlement of \$225,000 granted
18 final approval.
- 19 n. *ClubCorp Wage and Hour Cases*: (Orange County Superior Court, JCCP No.
20 5138). Coordinated class and PAGA action brought on behalf of approximately
21 10,000 nonexempt employees at 25 ClubCorp locations within the State of
22 California, including five wage and hour class actions (*Francisco Vargas, et al. v.*
23 *ClubCorp USA, Inc., et al.*; *Brodhagen, et. al. v. Sequoia Management Services,*
24 *LLC, et al.*; *Hollister Higgins v. v. Clubcorp USA, Inc., et al.*; *Gabriel Jennings v.*
25 *ClubCorp USA, Inc., et al.*; and *Angelina Velazquez v. ClubCorp Porter Valley*
26 *Country Club, Inc.*) alleging failure to pay minimum wages; failure to pay
27 overtime; failure to pay separately for rest periods/nonproductive time; failure to
28 provide meal and rest breaks; failure to pay split shift wages; failure to provide

1 reporting time pay; conversion of gratuities; failure to reimburse business
2 expenses; and derivative statutory and civil penalties. PAGA settlement for
3 \$6,000,000 granted approval.

4 o. *Ayala, et al. v. California Suites, Inc., et al.*: (El Dorado County Superior Court,
5 Case No. 22CV0495). Class and PAGA action brought on behalf of approximately
6 250 non-exempt hotel workers alleging failure to pay minimum wages; failure to
7 pay overtime; failure to provide meal and rest breaks; failure to reimburse business
8 expenses; and derivative statutory and civil penalties. Class/PAGA settlement for
9 \$600,000 granted final approval.

10 p. *Gardea v. Best Express Foods, Inc.*: (Alameda Superior Court Case No.
11 RG21086811). Class and PAGA action on behalf of 1124 warehouse workers
12 alleging failure to pay for all hours worked, to pay minimum and overtime wages,
13 to provide lawful meal and rest periods, to provide accurate wage statements, and
14 to pay all wages owed timely upon the termination of the employment relationship.
15 Class and PAGA settlement of \$1,500,000 granted final approval.

16 **B. Attorneys on the Case**

17 4. I, Eric S. Trabucco, am a founding member of Advocates for Worker Rights LLP,
18 and am admitted to practice before the Northern, Central and Eastern Districts of California and
19 the California State Courts. I earned my B.A. in Political Science and Spanish from the University
20 of California, Berkeley. I then earned my J.D. from the University of California, Berkeley School
21 of Law. I began my legal career working at Locker Folberg, LLP. I also served as a Bridge
22 Fellow at Legal Aid at Work (formerly Legal Aid Society-Employment Law Center) in the Wage-
23 and-Hour Enforcement Litigation Program. From 2014 to 2018, I was an associate attorney at a
24 class action law firm in Oakland, California, where my practice focused on employment
25 litigation, including wage-and-hour class and representative actions, as well as individual sexual
26 harassment and discrimination matters. I have nine (9) years of experience practicing class and
27 representative actions in the state of California, and I am an active member of California
28 Employment and Labor Attorneys Association (“CELA”).

1 5. Marco A. Palau is a founding member of Advocates for Worker Rights LLP and is
2 admitted to practice law in New York and California. Mr. Palau earned his B.S. and M.B.A. from
3 California State University in 1997 and 1999 respectively. He earned his J.D. from Columbia
4 University in New York in 2005. While at Columbia Mr. Palau served as an Editor for the
5 Columbia Human Rights Law Review and Co-Managing Editor for the Jailhouse Lawyer's
6 Manual (Spanish ed.). The Columbia Human Rights Law Review published Mr. Palau's Note,
7 *The Struggle for Dignity, Land, and Autonomy: The Rights of Mexico's Indigenous People a*
8 *Decade After the Zapatista Revolt*, Vol. 36 (2005). Mr. Palau began his career as a staff attorney
9 at California Rural Legal Assistance ("CRLA") where he represented workers in wage-and-hour
10 disputes, tenants facing evictions from federally subsidized housing, and individuals trying to
11 secure or maintain social security benefits. Following his tenure at CRLA, Mr. Palau worked as
12 an associate attorney at a class action law firm in Oakland, California, where he litigated dozens
13 of wage-and-hour class and representative actions over the course of approximately ten years. Mr.
14 Palau has sixteen (16) years of experience practicing class and representative actions in the state
15 of California. Mr. Palau was named a "Rising Star" in Northern California by Super Lawyers
16 Magazine from 2011 to 2016. Mr. Palau is an active member of the California Employment
17 Lawyers Association.

18 6. Joseph D. Sutton is a founding member of Advocates for Worker Rights LLP and
19 is admitted to practice before the California State Courts and the United States District Courts for
20 the Northern, Central and Eastern Districts of California. He is a graduate of the University of
21 San Francisco School of Law, where he was a member of USF's Traynor Appellate Advocacy
22 and ABA Labor and Employment Trial teams and a runner-up and finalist in USF's Advocate of
23 the Year competition. He earned a B.A. from Hanover College in Anthropology/Sociology and
24 an M.A. in Latin American Studies from the University of California, Berkeley. While at
25 Berkeley, he was a Graduate Student Instructor for "Introduction to Latin American Studies" and
26 "World History" and the recipient of a Tinker Foundation grant to conduct fieldwork in Bahia,
27 Brazil. He began my legal career at Liberation Law Group, P.C. in San Francisco, where he
28 represented clients at all stages of litigation, including mediation and trial. From 2011 to 2018, he

1 was an associate attorney at a class action law firm in Oakland, California, where he litigated
2 dozens of wage-and-hour class and representative actions and sexual harassment and
3 discrimination cases. He has twelve (12) years of experience practicing class and representative
4 actions in the state of California. Mr. Sutton was named a SuperLawyer in Northern California by
5 Super Lawyers Magazine in 2023. He is an active member of California Employment and Labor
6 Attorneys Association (“CELA”) and the Alameda County Bar Association.

7 7. Jessica Juarez serves as co-counsel with Advocates for Workers Rights, LLP. Ms.
8 Juarez is admitted into practice in California. She earned her BA from UC Berkeley in 1999, MA
9 from Columbia University in 2003, and graduated from UC Hastings with my JD in 2009. She
10 began her legal career in 2010 working as an Associate Attorney with co-counsel Marco Palau
11 and later, Joseph Sutton at a class action law firm in Oakland, California. During her tenure there,
12 she litigated wage and hour class and representative actions. Since 2012, she has worked with
13 Albert G. Stoll, Jr., A Law Corporation. she currently serves as a Senior Partner with the firm,
14 specializing in employment and catastrophic personal injury matters. She currently serves as the
15 co-chair for the Equity Committee with the San Francisco Bar Association and am an active
16 member of CELA, the California Employment Lawyers Association. Ms. Juarez has previously
17 litigated several class actions with Advocates, including several matters listed above.

18 **II. PRIMARY ALLEGATION OF THE CLASS ACTION COMPLAINT**

19 8. CourseCo’s sole business focus is “the operations of golf courses and associated
20 food & beverage operations.”¹ As part of this business model, CourseCo offers “third-party
21 management services to [...] municipal, public access and private clubs.” With a portfolio of 44
22 golf properties, CourseCo’s “2,000+ employees are trained and focused on delivering a superior
23 experience” at its courses. Plaintiff Miranda was employed at the Black Point Golf Course and
24 Plaintiff Del Rio at the Riverside Golf Course during the Class Period. Defendants also employed
25 other non-exempt employees in California in positions such as Cart and Range Attendant, Golf
26 Shop Assistant, Course Worker, Irrigation Specialist, Mechanic, Bartender, Cook, and Food and
27

28 ¹ (“CourseCo, Our Philosophy,” <https://www.courseco.com/philosophy>.)

1 Beverage Staff. Plaintiffs allege that Defendants engaged in practices and policies that violate the
2 Labor Code and Wage Orders.

3 **A. Failure to Pay All Minimum and Overtime Wages**

4 9. The Labor Code and Wage Orders require that employees are compensated for all
5 “hours worked.” The Wage Orders define hours worked as all “time during which an employee is
6 subject to the control of an employer and includes all the time the employee is suffered or
7 permitted to work, whether or not required to do so.” (See Cal. Code Regs. tit. 8,
8 §§ 11010(2)(G).) Labor Code section 1194 permits any employee receiving less than the
9 minimum wage to recover the balance of the wages owed in a civil action, including interest
10 thereon, plus reasonable attorneys’ fees and costs. In addition, Labor Code section 1194.2
11 provides that a worker seeking unpaid minimum wages owed “shall be entitled to recover
12 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”
13 With respect to overtime, Labor Code 510 and Wage Order 1 mandates overtime pay at the rate of
14 one-and-one-half (1 & 1/2) times the regular rate of pay for work in excess of eight hours in a
15 workday and 40 in a workweek. Plaintiffs make three factual allegations that they claim result in
16 Defendants’ failure to pay all minimum and overtime wages. First, Plaintiffs allege that the class
17 was compensated for less than the full number of recorded hours worked. Plaintiffs believe these
18 underpayments were the result of rounding that was systematically biased against workers to the
19 benefit of the employer, effectively reducing putative class members’ recorded hours worked in
20 timekeeping systems. Second, Plaintiffs allege that Defendants failed to incorporate non-
21 discretionary payments (e.g., bonus, instruction, commission, etc.) into the formula used for
22 calculating non-exempt employees’ weekly regular rate of pay for purposes of paying overtime
23 wages. Third, Plaintiffs allege that workers were suffered and permitted to perform work off-the-
24 clock before the start and after the end of shifts such as having to don work uniforms and
25 protective gear and equipment or perform prep work before clocking in, or else doff work
26 uniforms and protective gear and equipment and perform cleaning or closing work after clocking
27 out. Plaintiffs allege that this failure to pay workers for all hours worked at the legal minimum
28 wage exposes Defendants to payment of both minimum wages and liquidated damages thereon.

1 To the extent such biased rounding or pre- and post-shift off the clock work occurred during shifts
2 in which employees worked eight (8) hours or more, such unpaid hours would constitute
3 undercompensated overtime.

4 **B. Failure to Provide Lawful Meal Periods or Premium Wages in Lieu Thereof**

5 10. California Labor Code section 512 and the Wage Orders prohibit employers from
6 employing workers for a period of more than five hours per day without providing a net-30-
7 minute meal period, or a period of more than 10 hours without a second net-30-minute meal
8 period. Moreover, the applicable Wage Orders requires that every employer shall keep accurate
9 records detailing when an employee begins and ends each work period, including the timing of
10 meal periods. California courts have held that an employer satisfies its obligation under the meal
11 period laws “if it relieves its employees of all duty, relinquishes control over their activities and
12 permits them a reasonable opportunity to take an uninterrupted 30-minute break, and does not
13 impede or discourage them from doing so.” (*Safeway, Inc. v. Sup. Ct.* (2015) 238 Cal.App.4th
14 1138, 1148, review denied (Oct. 21, 2015), quoting *Brinker Rest. Corp. v. Sup. Ct.* (2012) 53
15 Cal.4th 1004, 1040.) Recent California Supreme Court jurisprudence confirms that the failure to
16 record proper meal periods shifts the burden of proof to employers to demonstrate that these meal
17 periods were provided. Specifically, the Supreme Court held that to “avoid liability, an employer
18 must provide its employees with full and timely meal periods whenever those meal periods are
19 required,” noting that “even a minor infringement of the meal period triggers the premium pay
20 obligation.” (*Donohue v. AMN Servs., LLC* (2021) 11 Cal.5th 58, 68.) As the Court went on to
21 explain, employers cannot round meal periods up to 30 minutes, as a meal period short “by even a
22 few minutes,” requires premium pay for the violation. (*Id.* at 69.) Labor Code section 226.7
23 prohibits any employer from requiring any employee to work during meal periods, and states that
24 an employer that fails to provide an employee with a required meal period in compliance with
25 Section 512 and the Wage Orders shall pay that employee one additional hour of pay at the
26 employee’s regular rate of compensation (i.e., a meal period premium) for each workday that the
27 employer does not provide a compliant meal period. Plaintiffs allege that workers were often were
28 not provided with a meal period until after the fifth hour, were denied net 30-minute meal periods

1 due to insufficient staffing to provide meal periods, off the clock donning and doffing or other
2 work interruptions, and sometimes missed first or second meal periods altogether. While the data
3 provided by Defendants under mediation privilege does seem to contain some measure of
4 payment of meal period premiums, there still appear to be unique meal period violations in
5 thousands of shifts (no meal periods recorded for shifts greater than 5 hours, no second meal
6 periods recorded for shifts greater than 10 hours; recorded meal periods lasting less than 30
7 minutes; and meal periods beginning after the 5th hour of work), where there is no corresponding
8 payment of meal period premiums.

9 **C. Failure to Provide Rest Periods or Premium Wages in Lieu Thereof**

10 11. The Wage Orders state that employers shall authorize and permit 10-minute rest
11 breaks for workers every four hours or major fraction thereof. (*See* Cal. Code Regs. Tit. 8,
12 §§ 11010(12).) Plaintiffs and putative class members who suffered a violation of Labor Code
13 section 226.7 would be entitled to premium wages for each instance Defendants failed to
14 authorize and permit lawful rest breaks. Plaintiffs allege that Defendant's failed to authorize and
15 permit complete rest breaks of at least 10 minutes of time off duty at a rate of one rest period for
16 shifts greater than 3.5 hours up to 6 hours, two rest breaks for shifts greater than 6 hours and less
17 than 8 hours, and three rest breaks for shifts greater than 10 hours and less than 12 hours.
18 Specifically, Plaintiffs claim that rest breaks were systematically cut short due to insufficient
19 staffing to provide meal periods, off the clock donning and doffing or other work interruptions, or
20 missed rest breaks altogether.

21 **D. Failure to Reimburse for Necessary Business Expenses**

22 12. "Labor Code section 2802(a) states that "[a]n employer shall indemnify his or her
23 employee for all necessary expenditures or losses incurred by the employee in direct consequence
24 of the discharge of his or her duties, or of his or her obedience to the directions of the
25 employer[.]" The purpose of Section 2802 is "'to prevent employers from passing their operating
26 expenses on to their employees.'" (*Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th
27 554, 562 [quoting legislative history from the 2000 amendment to the statute].) "In calculating
28 the reimbursement amount due under section 2802, the employer may consider not only the actual

1 expenses that the employee incurred, but also whether each of those expenses was ‘necessary,’
2 which in turn depends on the reasonableness of the employee’s choices. [Citation.]” (*Gattuso*,
3 *supra*, 42 Cal.4th at 568.) Plaintiff alleges that Defendants violated Labor Code section 2802 by
4 failing to reimburse Plaintiff and Class Members for (1) purchase of tools and equipment
5 necessary to perform their daily work functions, including gloves, trowels, and other plaster and
6 stucco equipment; and (2) charges incurred in maintaining their personal cell phone, used “in
7 direct consequence of the discharge” of their work duties, such as receiving text message and
8 phone calls regarding work for Defendants, or for using timekeeping and/or payroll applications.

9 **E. Failure to Provide Accurate Itemized Wage Statements**

10 13. Labor Code section 226(a) provides, in relevant part, that every employer must
11 furnish each employee with an itemized wage statement that accurately shows the following:

12 (1) gross wages earned, (2) total hours worked by the employee, except
13 as provided in subdivision (j), (3) the number of piece-rate units earned and any
14 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
15 provided that all deductions made on written orders of the employee may be
16 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of
17 the period for which the employee is paid, (7) the name of the employee and only
18 the last four digits of his or her social security number or an employee identification
19 number other than a social security number, (8) the name and address of the legal
entity that is the employer and, if the employer is a farm labor contractor, as defined
in subdivision (b) of Section 1682, the name and address of the legal entity that
secured the services of the employer, and (9) all applicable hourly rates in effect
during the pay period and the corresponding number of hours worked at each hourly
rate by the employee....

20 Here, Plaintiffs allege that Defendant failed to issue accurate itemized wage statements during the
21 1-year limitations period because Defendant: (a) failed to pay for all hours worked, including
22 hours worked that were rounded, overtime hours, sick hours, and meal period premium wages
23 underpaid based on inaccurate regular rate of pay computations, and compensable time that was
24 worked off-the-clock; (b) failed to pay for applicable meal period premium wages; and (c) failed
25 to pay for applicable rest break premium wages. As such, workers’ wage statements failed to
26 show the accurate number of total hours worked, the gross and net wages earned for all hours
27 worked, all the hourly rates in effect during the pay period, as well as any premium wages owed,
28 among other things.

1 **F. Failure to Timely Pay All Wages Owed**

2 14. California Labor Code sections 201 and 202 require immediate payment of all
3 unpaid wages at the time an employee is discharged or resigns from employment. For willful
4 failures to pay all wages owed, a terminated or resigned employee's wages continue at the daily
5 rate from the date of termination or resignation for up to 30 days, pursuant to Labor Code section
6 203. Plaintiffs allege that as a result of the aforementioned failures by Defendant to compensate
7 for all hours worked and pay applicable premium wages, Defendant has also willfully failed to
8 pay all wages owed to Plaintiffs and putative class members upon discharge or resignation.

9 **G. Defendant is Liable for Civil Penalties Under PAGA for Underlying Labor**
10 **Code Violations**

11 15. Labor Code provisions giving rise to civil penalties recoverable by the Labor and
12 Workforce Development Agency ("LWDA") may be recovered in a civil action brought by an
13 aggrieved employee. (Lab. Code § 2699(a); *Huff v Securitas Sec. Servs. USA, Inc.* (2018) 23
14 Cal.App.5th 745, 754.) "The PAGA 'permits a civil action' by an aggrieved employee on behalf
15 of himself or herself and other current or former employees 'to recover civil penalties for
16 violations of other provisions of the Labor Code.'" (*Amalgamated Transit Union v. Sup. Ct.*
17 (2009) 46 Cal.4th 993, 1001, quoting Section 2699(a)). Pursuant to Section 2699.3, Plaintiff
18 Anaya gave written notice to Defendants and the LWDA of the alleged Labor Code and Wage
19 Order violations, and the facts and theories supporting those violations. Plaintiff Anaya has
20 fulfilled the administrative prerequisites of Section 2699.3 and is statutorily authorized to act on
21 behalf of the State of California to enforce the state's labor and employment laws and collect civil
22 penalties on behalf of the state and current or former employees, including herself. Those civil
23 penalties are summarized as follows:

- 24 a) Civil penalties under Labor Code section 1197.1 for Defendant's alleged
25 failure to pay all minimum wages owed;
- 26 b) Civil penalties under Labor Code section 558 and 2699(f)(2) for
27 Defendant's alleged failure to pay all overtime wages owed;
- 28

- c) Civil penalties under Labor Code section 2699(f)(2) for Defendant's alleged failure to provide lawful meal periods;
- d) Civil penalties under Labor Code section 2699(f)(2) for Defendants' alleged failure to provide lawful rest breaks;
- e) Civil penalties under Labor Code section 2699(f)(2) for Defendants' alleged failure to reimburse for necessary business expenses;
- f) Civil penalties under Labor Code section 226.3 for Defendants' alleged failure to issue accurate itemized wage statements;
- g) Civil penalties under Labor Code section 2699(f)(2) for Defendants' alleged failure to timely pay all wages owed at termination/resignation;

III. LITIGATION HISTORY OF THE CASE

16. On July 13, 2021, Plaintiff Miranda filed a class action Complaint (Alameda Court Case No. RG21105433) against Defendants CourseCo, Inc. and Black Point Golf, LLC, on behalf of himself and all others similarly situated, asserting causes of action for (1) Failure to Pay Minimum Wages; (2) Overtime Wages; (3) Meal Period Violations; (4) Rest Break Violations; (5) Waiting Time Penalties; (6) Wage Statement Penalties; and (7) Unfair Competition, Business and Professions Code §§ 17200, *et seq.*) (the "*Miranda* Action").

17. On October 17, 2023, Plaintiff Del Rio filed a class action Complaint (Sonoma County Superior Court, Case No. 23CV01037) against Defendants Ebit Golf, Inc. and CourseCo, Inc., alleging causes of action for (1) Unfair Competition, Business and Professions Code §§ 17200, *et seq.*; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Overtime Wages; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Periods; (6) Failure to Provide Itemized Wage Statements; (7) Failure to Reimburse For Required Business Expenses; (8) Failure to Provide Wages When Due; and (9) Failure to Pay Sick Wages (the "*Del Rio* Class Action").

18. On August 22, 2023, Plaintiff Del Rio submitted a PAGA letter to the LWDA alleging the same violations as contained in his Complaint, and perfected such claims on December 20, 2023, when he filed the *Del Rio* PAGA Action. On December 20, 2023, Del Rio filed a representative Private Attorney General Act complaint against Defendants Ebit Golf, Inc.

1 and CourseCo, Inc. (Santa Clara Superior Court Case No. 23CV428017) alleging a single cause
2 of action for Civil Penalties Pursuant to Labor Code § 2699, *et seq.* (the “*Del Rio* PAGA
3 Action”).

4 19. In Spring 2022 Plaintiff Miranda served a first set of discovery, and in September
5 2023 served a second set of discovery. In Fall 2023, the Parties agreed to explore early
6 alternative dispute resolution in an attempt to resolve this matter informally before expending
7 further time and resources. To facilitate that effort, the Parties entered into a stipulation setting out
8 the general framework and information regarding the Parties’ anticipated mediation efforts, which
9 was filed on November 28, 2023. The parties selected renowned neutral Steven Serratore to
10 mediate the matter.

11 20. In preparation for the mediation, the Parties exchanged information and data
12 confidentially under mediation privilege. Defendant produced Plaintiffs’ personnel files, a class
13 list with hiring, rehiring, and termination dates for the Class Members, redacted electronic payroll
14 and timekeeping data for the Class, and all pertinent versions of Defendants’ policy documents.
15 From these documents and data, Plaintiffs’ expert determined the relevant statistics, including the
16 class size, terminated employees, rates of pay, and number of shifts, workweeks, and pay periods
17 during the 4-year, 3-year, and 1-year limitations periods.

18 **IV. SETTLEMENT**

19 21. On July 15, 2024, the Parties participated in a virtual mediation with experienced
20 mediator Steven Serratore. During the mediation, each side, represented by its respective counsel,
21 engaged with Mr. Serratore regarding the substantial risk of continued litigation or an adverse
22 result in the Action. Ultimately, Mr. Serratore delivered a mediator’s proposal of \$1,900,000 to
23 resolve the class and representative action claims, which the Parties accepted, resulting in the
24 Settlement described herein. After exchanging drafts over the next several months, on October 16,
25 2024, the Parties formally memorialized the core terms of the Settlement in a Memorandum of
26 Understanding. The Parties then executed the long-form Agreement cited throughout this
27
28

1 declaration.² The Settlement reached and presented to the Court with this Motion is the product
2 of informed, arm's-length negotiations between the Parties. In reaching the Settlement, counsel on
3 both sides relied on their respective and substantial litigation experiences in similar class and
4 PAGA representative action cases. As part of this Settlement, Plaintiffs will be filing a First
5 Amended Complaint in the *Del Rio* Class Action, which combines all Parties and claims from the
6 *Miranda* Action and the *Del Rio* PAGA Action into this Action.

7 22. The \$1,900,000 Settlement is substantial enough to encompass the "Class,"
8 comprised of all non-exempt employees who worked for Defendant in California from July 13,
9 2017 to September 13, 2024 (the "Class Period"). (Settlement at §§ I.C., I.I.) Under the
10 Settlement, Defendants are obligated to pay the Gross Settlement Amount of \$1,900,000.
11 (Settlement at § III.A.1.) Within fourteen (14) days following the Effective Date, Defendant shall
12 partially fund the QSF with the first installment of six hundred thirty-three thousand dollars
13 (\$633,000), by wiring said amount to the Settlement Administrator, as well as the entirety of the
14 required Employer Payroll Contributions on the Wage Portion of Class Member Settlement
15 Shares (which is not included in the Gross Settlement Amount and that Defendants shall pay
16 separately). (Settlement at §§ I.N, I.R, III.F.10.) Within fourteen (14) calendar days after
17 receiving the first installment of six hundred and thirty-three thousand dollars (\$633,000) of the
18 Gross Settlement Amount, the Settlement Administrator will pay to Class Counsel its Court-
19 approved Litigation Expenses Payment. (Settlement at § III.F.10.) The second installment of six
20 hundred thirty-three thousand dollars (\$633,000) shall be wired to the Settlement Administrator
21 180 days after the first payment, and the third and final installment of six hundred thirty-four
22 thousand dollars (\$634,000) shall be wired to the Settlement Administrator one hundred and
23 eighty (180) days after the date the second installment is wired. (Settlement at § III.F.10.) There
24 shall be no reversion of the Gross Settlement Amount to Defendants. (Settlement at §§ I.R,
25 III.A.1.)

26
27 ² As of the filing of Plaintiffs' Motion for Preliminary Approval, the Joint Stipulation of Class
28 Action and PAGA Settlement is currently being circulated for signature. Plaintiffs will file the
fully-executed version of the Agreement in a supplemental declaration prior to the hearing.

1 23. The Settlement provides for: a service award to the named Plaintiffs (subject to
2 court approval) of up to \$10,000 each, in addition to their respective settlement shares, as
3 compensation for their service as Class Representatives and in acknowledgement of the risk
4 Plaintiffs assumed, and that they chose to pursue an action on behalf of more than a thousand
5 workers instead of pursuing their own individual claims (Settlement at § III.B.1); payment to
6 Class Counsel of up to one third (1/3) of the Gross Settlement Amount for their reasonable
7 attorneys' fees (\$633,333.33), as well as up to \$50,000 for their reasonable litigation expenses
8 incurred in investigating and prosecuting the case, preparing for and negotiating at the mediation,
9 conducting an elaborate damage analysis in this case with the assistance of a database analyst,
10 documenting the Settlement, securing preliminary and final approval of the Settlement, and
11 related tasks (*Id.* at § III.B.2); payment of the Settlement Administrator's reasonable fees and
12 expenses not to exceed \$46,500 (*Id.* at § III.B.3); and a PAGA Payment of \$100,000 to settle the
13 PAGA claim, of which sixty-five percent (65%), or sixty-five thousand dollars (\$65,000), will be
14 paid to the California Labor and Workforce Development Agency ("LWDA") as required by
15 PAGA. (*Id.* at §§ I.Z, III.C.1.)³ All reasonable efforts will be undertaken by the Claims
16 Administrator and by Class Counsel to ensure that class members receive their funding in this
17 case.

18 24. After the other amounts noted above are deducted from the Gross Settlement
19 Amount, the Net Settlement Amount will be distributed to the Class Members on a *pro rata* basis
20 based on the Class Member's total number of workweeks of employment during the Class Period:

21 Payments to Participating Class Members will be calculated by
22 assigning a certain dollar value to each workweek the Class Members
23 worked during the Class Period. The dollar value of each workweek
24 will be calculated by dividing the aggregate value of the Net
25 Settlement Amount by the total number of workweeks worked during
26 the Class Period by the Class Members who do not submit valid
 Requests for Exclusion. Partial weeks will be rounded up to the
 nearest full week. A Class Member who does not submit a valid
 Request for Exclusion will receive a Settlement Share determined by

27

28 ³ Plaintiffs' counsel will submit the Agreement to the LWDA, per Labor Code section 2699(1)(2),
when it is fully executed by the Parties.

1 multiplying their number of workweeks during the Class Period by
2 the dollar value of each workweek.

3 (Settlement at § III.D.1.)

4 25. I have reviewed this proposed method of distribution and believe that, on the
5 whole, it serves the purpose of providing a simple, readily determinable, and fair method for
6 distribution, while also allowing for a distribution that corresponds closely to the alleged damages
7 and likely recoveries, which are based upon various theories of liability. Further, this method will
8 allow Class Members to review and confirm for themselves the number of workweeks of
9 employment. The formula employed in the Settlement is commonly used in wage-and-hour cases,
10 and is appropriate in this case, where the vast majority of workers experience the same working
11 conditions and have similar claims that roughly correlate with the above formula.

12 26. In an attempt to maximize the recovery of the Class in exchange for their release of
13 claims, the Settlement is a “checks-mailed” settlement. (Settlement at § III.D.3.) In sum, this
14 process entails the Settlement Administrator mailing settlement checks to each Class Member
15 who has not requested exclusion from the Settlement and for whom the Claims Administrator has
16 not received a returned Class Notice and no current address for the Class Member has been found
17 through skip trace methods.

18 27. Following preliminary approval of the Settlement by the Court, and within seven
19 (7) days of receiving the Class Member Data from Defendant, the Settlement Administrator will
20 mail a Class Notice to each Class Member detailing the terms of the Settlement and how a Class
21 Member can request exclusion from the Settlement or object to the terms of the Settlement.
22 (Settlement at §§ III.F.3.b, III.F.3-4.) Included in the Class Notice will be an estimate of the Class
23 Member’s respective share of the Settlement based on the number of workweeks worked by that
24 Class Member reflected in Defendant’s records. Attached to the Class Notice, the Class Member
25 Verification Form will detail for each Class Member the number of work weeks worked upon
26 which their corresponding estimated share of the net settlement is based. (*Id.*) A Class Member
27 who wishes to dispute the number of workweeks worked outlined in the Class Member Dispute
28 Form may do so by notifying the Settlement Administrator in writing by mail postmarked no later

1 than forty-five (45) days after the dispute form has been mailed to them, or by FAX or email on
2 the same deadline. (*Id.* at § III.F.4.b.) The Settlement Administrator will make the final
3 determination as to the correct number of compensable workweeks for such a Class Member. (*Id.*)
4 If a Class Notice is returned because of an incorrect address, the Settlement Administrator will
5 promptly, and not later than seven (7) days from receipt of the returned packet, search for a more
6 current address for the Class Member using reasonable and cost-effective skip trace methods, and
7 re-mail the Class Notice to the Class Member. (*Id.* at § III.F.3.c.)

8 28. Ninety percent (90%) of each Settlement Share will be treated as a payment in
9 settlement of the Class Member's claims for alleged statutory and civil penalties and interest.
10 (Settlement at § III.D.2.a.) This 90% portion is deemed the "Non-Wage Portion" from which no
11 deductions will be made. (*Id.*) The other ten percent (10%) of each Settlement Share will be
12 treated as payment in settlement of the Class Member's claims for unpaid wages. (Settlement at
13 § III.D.2.b.) Accordingly, the Wage Portion will be reduced by applicable payroll tax withholding
14 and deductions, and the Settlement Administrator will issue to the Class Member a Form W-2
15 with respect to the Wage Portion. (*Id.*) The Gross Settlement Amount does not include required
16 Employer Payroll Contributions on the wage portion of Class Member Settlement Shares, which
17 Defendants shall pay separately. (*Id.* at § III.A.1.) The parties agreed to allocate 90% of Class
18 Members' Settlement Shares as Non-Wage Portion because Plaintiffs' damage model, constructed
19 through the informal exchange of evidence, provided support for a roughly analogous breakdown
20 (\$41,251,487 or 85% of damages attributable to interest, statutory and civil penalties; \$7,791,433
21 or 15% of damages attributable to wages). This breakdown also accounts for the evidentiary
22 challenges inherent in proving the full measure of wage damages as described below.

23 29. The scope of the release by all participating Class Members (all Class Members
24 other than those who elect not to participate in the Settlement) tracks the scope of Plaintiffs'
25 allegations and is not broader than the wage-and-hour claims at issue in the operative complaint.
26 (Settlement at § III.G.2.) There is no provision in the Settlement for a Civil Code section 1542
27 waiver by absent Class Members. (*Id.*) Meanwhile, named Plaintiffs Francisco Diosdado-Miranda
28 and Zachary Del Rio have executed a broader release than Participating Class Members,

1 encompassing all claims, whether known or unknown, including an express waiver of Section
2 1542 of the California Civil Code. (Settlement at § III.G.1.)

3 30. A Class Member who submits a timely request for exclusion will not participate in
4 or be bound by the Settlement and the Judgment (except as to claims pursuant to the PAGA) and
5 will not receive a Settlement Share (but will, nonetheless, receive a PAGA Aggrieved Employee
6 Share), and will retain the right, if any, they may have to pursue a claim against Defendants,
7 except pursuant to the PAGA. (Settlement at § III.F.4.c.) A valid request for exclusion must
8 contain the name, telephone number, address, last four digits of the social security number, and
9 signature of the Class Member requesting exclusion from the Settlement. (*Id.*)

10 31. Any Class Member who so wishes may object to or comment on the Settlement; or
11 elect not to participate in the Settlement. (Settlement at § III.F.4.a.) Sixteen (16) court days prior
12 to the Final Approval Hearing, the Settlement Administrator will serve on the Parties and the
13 Court all submitted objections, and Class Counsel and/or Defendant's Counsel, at Defendant's
14 choice, will file a response to any Objection within seven (7) days prior to the Final Approval
15 Hearing. (*Id.* at §§ III.F.3.e, III.F.4.a.) The Class Notice fully explains the objection/comment and
16 exclusion procedures. (*See* Ex. 1, Settlement Agreement, and Ex. 2, Class Notice, submitted
17 herewith.)

18 32. A Class Member and/or PAGA Aggrieved Employee must cash their Settlement
19 Share check within 180 calendar days after it is mailed to them. (Settlement at § III.F.13.) If a
20 check is returned to the Settlement Administrator, the Settlement Administrator will make all
21 reasonable efforts to re-mail it to the PAGA Aggrieved Employee and/or Class Member at their
22 correct address. (*Id.*) If one or more PAGA Aggrieved Employee and/or Class Member fail to
23 cash the check for their Settlement Shares within 180 days after it is mailed to their last known
24 address, they will be submitted to the State of California's Unclaimed Property Fund. (*Id.*)

25 33. I believe that the notice procedure established by the Settlement Agreement and
26 summarized herein is reasonable under the circumstances and will efficiently and accurately
27 ensure that Notice is provided to the Class. Further, I believe that the Notice clearly explains the
28 proposed Settlement and the options to request exclusion from, or object to, the Settlement and its

terms at the Final Approval Hearing.

V. OPINION OF CLASS COUNSEL AND REPRESENTATIVES AND DUE DILIGENCE

34. Plaintiffs' counsel is of the view that central to any certification, litigation, mediation or resolution of a wage-and-hour case is reviewing the core payroll and timekeeping records where available. As detailed in Section III of this declaration, pursuant to a stipulation to engage in mediation and the Parties' meet and confer efforts, Defendants produced payroll and timekeeping records for the Class in available native electronic format(s) under mediation privilege. Because of the volume of records and the fact that the electronic timekeeping records needed to be cross referenced with similarly voluminous electronic payroll records, Plaintiffs' counsel required the assistance of a data and damages expert to structure the data and perform the necessary data queries to construct a damage model for purposes of the mediation. Further, Plaintiffs' counsel spent considerable time and energy reviewing various versions of employment manuals and policy documents, personnel files, both raw and structured electronic time and pay data, and refining facts and theories alleged. I strongly believe that the aforementioned investigation and informal discovery allowed Plaintiffs' counsel to evaluate as best as possible under the circumstances the strengths of Plaintiffs' class and representative claims and the risks presented with ongoing litigation. Specifically, the informal discovery exchanged prior to mediation led Plaintiffs' counsel to estimate the value the alleged class and PAGA claims as follows:

Unpaid Time (LC § 1194(a), 1194.2, 510)	
Regular Rate of Pay	\$88,501
Off the Clock	\$1,670,686
Meal Period Premium Wages (LC §§ 512, 226.7)	\$4,614,436
Rest Break Premium Wages (LC § 226.7)	\$1,385,950
Subtotal Wages	\$7,791,433
Expense Reimbursement	\$373,175

Interest	\$2,213,260
Wage Statement Penalties	
LC 226(e) Statutory Wage Statement Penalties	\$6,299,250
Waiting Time Penalties	
LC 203 Statutory Waiting Time Penalties	\$20,952,652
PAGA Civil Penalties	
LC § 1197.1 Civil Penalties for Unpaid Wages	\$3,201,600
LC § 558 Civil Penalties for Overtime Wages	\$439,050
LC § 2699(f)(2) Civil Penalties for Meal Period Violations	\$2,240,000
LC § 2699(f)(2) Civil Penalties for Rest Period Violations	\$640,300
LC § 2699(f)(2) Civil Penalties for Reimbursement of Expenses	\$1,478,800
LC § 2699(f)(2) Civil Penalties for Wage Statement Violations	\$3,201,600
LC §§ 2699(f)(2) Civil Penalties for Failure to Timely Pay Wages	\$211,800
Subtotal Civil Penalties	\$11,413,150
TOTAL DAMAGES	\$49,042,920

35. Based on Plaintiffs' counsel's investigation and the detailed, voluminous informal discovery exchanged in this case, and in consultation with the named plaintiffs, I am of the opinion that the Class/PAGA Settlement with Defendants for the consideration offered and on the terms set forth in the Settlement Agreement is fair, reasonable, adequate and is in the best interest of the putative class members in light of all known facts and circumstances, including the risk of significant delay, the defenses asserted by Defendant, the amount of potential damages in this case and uncertainties regarding class certification, success on the merits at trial and potential appellate review.

36. The compromise figure proposed by the Settlement also takes into account that Defendant vigorously contests liability in this action, are represented by talented counsel, and are prepared to vigorously defend against these claims if the action is not settled. While Plaintiffs and their counsel believe that they stand a solid chance of prevailing on the core wage claims alleged (unpaid time, failure to provide lawful rest periods), the claims alleged are not without

1 weaknesses. For example, the minimum and overtime wage claims are premised in part on
2 putative class members performing pre-shift and post-shift off the clock work. The estimated time
3 spent by class members performing work prior to clocking in at the beginning of shifts, after
4 clocking out at the end of shifts and during unpaid meal periods would be based on testimonial
5 evidence. In other words, there is no reliably comprehensive documentary proof of how much
6 time workers spent performing work off the clock, and as a result it is uncertain exactly how
7 much off the clock work Plaintiffs could prove at trial. It is quite possible that the Court could see
8 this issue of calculating damages based on representative testimony as presenting manageability
9 issues that could preclude class certification should the matter proceed. In addition, the meal and
10 rest period claims face significant challenges regarding individual issues predominating that
11 render class certification less than certain. For example, while Class Counsel's expert found shifts
12 greater than five hours in the timekeeping data without a recorded 30 minute meal period, the
13 Court could find that individual issues predominate in determining whether workers were actually
14 provided with a 30-minute lunch notwithstanding that timekeeping records did not reflect such
15 meals. As for rest breaks, Plaintiffs' damage model accounts for the fact that rest breaks are not
16 required to be recorded, and that the same manageability concerns pertaining to meal periods
17 apply to rest breaks, making such claims challenging for certification purposes. These evidentiary
18 challenges inherent in certifying and maintaining certification of claims where class-wide,
19 documentary evidence is lacking, make trial a significant risk in this matter and increase the
20 likelihood of appeals.

21 37. The PAGA penalties alleged presented another challenge. While Plaintiffs'
22 estimate the PAGA penalties for the underlying Labor Code violations amount to approximately
23 \$11,413,150, this does not include any reduction based on the Court's inherent discretion to
24 reduce PAGA civil penalties pursuant to Labor Code section 2699(e)(2), and the fact remains that
25 many courts often do reduce such civil penalty awards. (*See Magadia v. Wal-Mart Assocs., Inc.*
26 (N.D. Cal. 2019) 384 F.Supp.3d 1058, 1100, *rev'd in part, vacated in part*, 999 F.3d 668 (9th Cir.
27 2021) [awarding "approximately 36% of the original amount of [Labor Code section 226.3]
28 PAGA penalties Plaintiffs requested"].) Although it is likely that a court would award some

1 measure of civil penalties pursuant to PAGA for the Labor Code violations that Plaintiffs proved
2 at trial, trial courts have discretion to reduce the PAGA penalties awarded pursuant to Labor Code
3 section 2699, and this was a substantial risk for Plaintiff. In sum, I believe should this litigation
4 proceed, Plaintiff would face significant hurdles in his efforts to certify all the claims alleged,
5 prevail, and secure a judgment. Of course, there is also a risk that Defendants would prevail in
6 their asserted defenses.

7 38. The Settlement provides for significant recovery for Class Members. Even if
8 Plaintiffs were to prevail at trial, they would be required to expend significant additional time and
9 resources, potentially outweighing any additional recovery obtained through successful litigation.
10 In any case, continued litigation would also delay payment to the Class. Also, while the damage
11 exposure analysis Plaintiffs' counsel completed in preparation for mediation suggests that a full
12 blown damage model amounts to over \$49M in total, the evidence and changing legal landscape
13 make that estimate far less than certain than what could eventually be proven at trial.

14 39. Taking all these factors into account, including the likelihood of appeal on
15 complex and less than certain claims, Class Counsel believes the Settlement with Defendant for
16 the consideration stated, and on the terms set forth in the Settlement, is fair, reasonable, and
17 adequate and is in the best interest of the Settlement Class considering all known facts and
18 circumstances, including the risk of the significant delay. The Settlement is in the best interest of
19 judicial efficiency in this case, as it would eliminate a lengthy and resource intensive class action
20 and PAGA lawsuit from this Court's calendar. While the proposed \$1,900,000 settlement
21 provides for about 4% of the exposure analysis developed for mediation purposes, when
22 considering this recovery with the challenging nature of claims asserted, the discretionary nature
23 of the PAGA claim, the proposed Settlement is a significant recovery for the Class. Should the
24 Court approve the Settlement as presented, the participating Class Members will share in a Net
25 Settlement of at least \$1,050,166.67 after deducting for attorneys' fees, litigation costs, PAGA
26 payment to the LWDA, the Representative Service Awards, and settlement administration costs.
27 The average payment to Participating Class Members will be approximately \$123.64. After
28 considering the likelihood of success on each claim, Plaintiffs' counsel determined that the

1 settlement amount of \$1,900,000 was fair and reasonable given the circumstances.

2 **VI. THE PLAINTIFFS IN THIS CASE**

3 40. Plaintiffs Francisco Diosdado-Miranda and Zachary Del Rio have devoted
4 substantial time and effort to prosecuting the claims asserted in the consolidated complaint,
5 including gathering, organizing, and reviewing documents essential to the case, assisting counsel
6 with investigating the case as early as January 2021, and participating actively in the mediation to
7 resolve the claims. Plaintiffs' counsel will submit a declaration from the proposed Class
8 Representatives at Final Approval in support of their requested service awards detailing their
9 respective participation in the action, including specific actions taken, time committed, and risks
10 faced.

11 41. Plaintiffs Francisco Diosdado-Miranda and Zachary Del Rio believe the Settlement
12 is fair and reasonable and in the best interest of the Class, as they all voluntarily signed the
13 settlement agreement. I believe Plaintiffs are capable of fairly representing and adequately
14 protecting the interests of the proposed Class Members. Plaintiffs' interests in this litigation are
15 coextensive with the interests of the proposed Settlement Class. The members of the proposed
16 Settlement Class all worked for Defendant during the relevant time-period and incurred the same
17 type of alleged damages with regard to Defendant's alleged violations of the law. Moreover,
18 Plaintiffs have agreed to serve as Class Representatives and have specifically acknowledged the
19 duties required of class representatives in writing. This demonstrates their commitment to
20 bringing about the best possible results for the benefit of the proposed Classes. Therefore,
21 Plaintiffs have and will continue to adequately represent the proposed Class Members.

22 **VII. THE PROPOSED SETTLEMENT ADMINISTRATOR**

23 42. After seeking bids from three experienced and known class action settlement
24 administrators, Plaintiffs' counsel has chosen Phoenix Class Action Administration Solutions
25 ("Phoenix") to administer the proposed class action settlement. Phoenix provided a bid of \$46,500
26 to administer this Settlement. Should the administration cost be less than \$46,500, or the Court
27 awards the administrator less than the requested amount, the difference will be included in the Net
28 Settlement Amount for distribution to participating Class Members. (Settlement § III.B.3.)

1 **VIII. EXHIBITS**

2 43. Attached to this declaration as Exhibit 1 is the Joint Stipulation of Class Action
3 and PAGA Settlement.

4 44. Attached to this declaration as Exhibit 2 is the Class Notice.

5 45. Attached to this declaration as Exhibit 3 is the bid from the proposed settlement
6 administrator, Phoenix Class Action Settlement Solutions.

7 I declare under penalty of perjury under the laws of the State of California that the
8 foregoing is true and correct. Executed this 6th day of February, 2025, in Oakland, California.

9 **ADVOCATES FOR WORKER RIGHTS LLP**

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12 Eric S. Trabucco
13 Attorneys for Plaintiffs
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Exhibit 1

to Declaration of Eric S. Trabucco in Support of Motion for
Preliminary Approval of Class Action Settlement

Del Rio, et al. v. CourseCo, Inc., et al.
Sonoma County Superior Court, Case No. 23CV01037

Exhibit 1

PLACEHOLDER

Exhibit 2

to Declaration of Eric S. Trabucco in Support of Motion for
Preliminary Approval of Class Action Settlement

Del Rio, et al. v. CourseCo, Inc., et al.
Sonoma County Superior Court, Case No. 23CV01037

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Del Rio v. CourseCo, Inc., et al.

Sonoma County Superior Court Case No. 23CV01037

***PLEASE READ THIS NOTICE CAREFULLY
AS IT WILL AFFECT YOUR LEGAL RIGHTS***

A court authorized this Notice. This is not a solicitation. This is not a lawsuit against you, and you are not being sued. However, your legal rights are affected by whether you act or not.

To: ALL FORMER AND CURRENT NON-EXEMPT EMPLOYEES OF COURSECO, INC., EBIT GOLF, INC. AND BLACK POINT GOLF, LLC WHO WORKED IN CALIFORNIA ANYTIME BETWEEN JULY 13, 2017 AND SEPTEMBER 13, 2024.

Upon Court approval, you will be eligible to receive money from this settlement. Your options are:

Option	Description of Option	Deadline
Do Nothing and Receive Money Under the Settlement	If you do nothing, and if the Court grants final approval of the Settlement, you will receive an estimated \$ [individual amount]. For more information see Sections E-F.	N/A
Dispute Your Number of “Pay Periods”	If you disagree with the total number of “workweeks” calculated for you in Section F, you may dispute the calculation. For more information see Section H.	[Date]
Opt-Out	If you do not want to participate in the settlement you may request exclusion. For more information see Section I.	[Date]
Object	If you want to ask the Court to deny final approval of the Settlement, you may submit an objection. For more information see Section J.	[Date]
Provide Your Current Mailing Address	If you did not receive this notice at your current mailing address, or if your mailing address has changed, you should contact the Settlement Administrator. For more information see Section G.	[Date]

***PLEASE READ THIS NOTICE CAREFULLY
AS IT WILL AFFECT YOUR LEGAL RIGHTS***

A. WHY DID I GET THIS NOTICE?

You have received this Notice because your employment records with CourseCo, Inc. and/or Black Point Golf, LLC and/or Ebit Golf (collectively “Defendants”) indicate that you are a class member who is entitled to receive a payment from the proposed Settlement in this case. You do not need to do anything to receive money from this proposed Settlement.

This Notice describes the proposed Settlement (“Settlement”) of the class action lawsuits entitled *Del Rio v. CourseCo, Inc., et al.*, Case No. 23CV01037, pending in Sonoma County Superior Court; *Miranda v. CourseCo, Inc., et al.*, Case No. RG21105433, pending in Alameda County Superior Court; and *Del Rio v. Ebit Golf, Inc., et al.*, Case No. 23CV428017, pending in Santa Clara County Superior Court. These lawsuits are collectively referred to as the “Actions,” and each as an “Action.” This Notice is being sent to you by order of the Sonoma County Superior Court, which preliminarily approved the Settlement and conditionally certified the class on [DATE OF PRELIM. APPROVAL]. This Notice informs you of the terms of the Settlement, describes your rights in connection with the Settlement, and explains what steps you may take to participate in, object to, or exclude yourself, from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves this Settlement, you will be bound to the terms of the Settlement and any final judgment.

B. WHAT IS THIS LAWSUIT ABOUT?

On October 17, 2023, Zachary Del Rio filed a class action complaint in Sonoma County Superior Court (Case No. 23CV01037) against Defendants Ebit Golf, Inc. and CourseCo, Inc., alleging causes of action for: (1) Unfair Competition, Business and Professions Code §§ 17200, *et seq.*; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Overtime Wages; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Periods; (6) Failure to Provide Itemized Wage Statements; (7) Failure to Reimburse For Required Business Expenses; (8) Failure to Provide Wages When Due; and (9) Failure to Pay Sick Wages (the “*Del Rio* Class Action”). Del Rio also filed a representative Private Attorney General Act complaint on December 20, 2023, against Defendants Ebit Golf, Inc. and CourseCo, Inc. in Santa Clara Superior Court (Case No. 23CV428017), alleging a single cause of action for civil penalties pursuant to California’s Private Attorney General Act (“PAGA”), Labor Code §§ 2699, *et seq.* (the “*Del Rio* PAGA Action”). And on July 13, 2021, Miranda filed a class action complaint in Alameda County Superior Court (Case No. RG21105433) against Defendants CourseCo, Inc. and Black Point Golf, LLC, asserting causes of action for (1) Failure to Pay Minimum Wages; (2) Overtime Wages; (3) Meal Period Violations; (4) Rest Break Violations; (5) Waiting Time Penalties; (6) Wage Statement Penalties; and (7) Unfair Competition, Business and Professions Code §§ 17200, *et seq.*) (the “*Miranda* Action”).

Defendants deny each of Plaintiffs’ allegations, deny that the claims are appropriate for class certification, are defending the case, and contend that they have complied with all applicable California laws with respect to the claims alleged by Plaintiffs.

After engaging in a thorough investigation, as well as a full-day zoom mediation before an experienced, top-flight mediator, the Parties agreed on the proposed Settlement that was preliminarily approved by the Court on [DATE OF PRELIM. APPROVAL].

C. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Plaintiffs Zachary Del Rio and Francisco Diosdado-Miranda are the preliminarily approved

Class Representatives in the Lawsuit, and he asserts claims on behalf of themselves and the Class. CourseCo, Inc., Black Point Golf, LLC, and Ebit Golf, Inc. are the Defendants. A class action allows the Court to resolve the claims of all the class members at the same time. Unless a class member requests to be excluded (as described in Section I), each class member is bound by the determination or judgment entered in the case and may not file his/her/their own lawsuit on the same claims that were alleged and released in the class action. A class action allows the Court to resolve all the issues in a lawsuit for all the class members who choose not to exclude themselves.

D. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

Settlement Class Members includes all persons employed by Defendants CourseCo, Inc., Ebit Golf, Inc. and Black Point Golf, LLC as non-exempt employees in California from July 13, 2017 to September 13, 2024 (the “Class Period”).

E. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

In exchange for the release of claims against them and entry of final judgment, Defendants will pay \$1,900,000.00 (“Gross Settlement Amount”) to resolve the Action and in exchange for the releases set forth herein by Participating Class Members and PAGA Aggrieved Employees. After deductions from the Gross Settlement Amount for court-approved payments of attorneys’ fees and costs to preliminarily-approved Class Counsel, a service award to Plaintiff as preliminarily-approved Class Representative, payment to the California Labor & Workforce Development Agency (“LWDA”) for a release of claims under the Private Attorneys General Act (“PAGA”), PAGA payments to the PAGA Aggrieved Employees, and settlement administration costs, the remaining Net Settlement Amount (“NSA”) will be distributed to all Participating Settlement Class Members.

Preliminarily Approved Class Counsel Fees and Expenses Award: You do not need to pay any portion of either Plaintiff’s or Defendants’ attorneys’ fees and costs. Preliminarily approved Class Counsel will request that the Court award up to one-third of the Gross Settlement Amount (\$633,333.33) as payment of attorneys’ fees for their work performed in prosecuting the Lawsuit plus reimbursement of actual litigation costs up to \$50,000. These amounts will be paid from the Gross Settlement Amount, are subject to Court approval at the final approval hearing, and any amounts requested but not awarded will be returned to the NSA.

Preliminarily Approved Class Representatives Service Awards: Preliminarily-approved Class Counsel will request a service award in the amount of \$10,000.00 for Preliminarily-approved Class Representatives Zachary Del Rio and Francisco Diosdado-Miranda. This service award will be paid from the Gross Settlement Amount, is subject to Court approval at the final approval hearing, and any amount not awarded will revert to the NSA. Plaintiffs will also be entitled to receive their settlement payments from the NSA as described below.

Settlement Administration Costs: A Settlement Administrator, Phoenix Class Action Settlement Administration Solutions, has been appointed by the Court to administer the settlement including the mailing of this notice. The cost of settlement administration, which is estimated to be \$46,500, pays for tasks such as mailing this Notice, calculating payments based on data provided by the parties, mailing checks and tax forms, and reporting to the parties, counsel, tax authorities, and the Court.

Payment to California Labor & Workforce Development Agency (“LWDA”): Because Plaintiff is suing, in part, on behalf of the State of California under the Private Attorneys General Act, a \$65,000

payment will be made to the LWDA (the “LWDA PAGA Payment”) for its 65% portion of the \$100,000 allocated to civil penalties under the Labor Code Private Attorneys General Act, Labor Code §§ 2698, *et seq.* The remaining 35% of the PAGA Amount (\$35,000) shall be distributed to the PAGA Aggrieved Employees on a pro-rata basis based on the comparative number of pay periods worked by each PAGA Aggrieved Employee from December 20, 2022 to September 13, 2024.

F. HOW IS AN INDIVIDUAL SETTLEMENT PAYMENT DETERMINED?

Subject to Court approval, the Individual Settlement Payments from the NSA will be allocated as follows:

Each member of the Settlement Class who does not timely request exclusion, or “opt out” of the settlement will be deemed a “Participating Class Member” and will receive a settlement share calculated by the Settlement Administrator based on the number of workweeks worked between July 13, 2017 and September 13, 2024. Each Class Member’s settlement share will be calculated by dividing the number of workweeks worked by the Participating Class Member by the total workweeks worked by all Participating Class Members during the Class Period and multiplied by the Net Settlement Amount.

- **DEFENDANTS’ RECORDS REFLECT THAT YOU WORKED THE FOLLOWING NUMBER OF WORKWEEKS DURING THE CLASS PERIOD (JULY 3, 2017 TO SEPTEMBER 13, 2024): [REDACTED]. THUS, YOUR ESTIMATED SETTLEMENT SHARE PAYMENT IS: \$[AMOUNT]**
- **DEFENDANTS’ RECORDS REFLECT THAT YOU WORKED THE FOLLOWING NUMBER OF PAY PERIODS DURING THE PAGA PERIOD (DECEMBER 20, 2022 TO SEPTEMBER 13, 2024): [REDACTED]. THUS, YOUR ESTIMATED AGGRIEVED EMPLOYEE PAGA SHARE IS: \$[AMOUNT]**

The Net Settlement Amount (estimated to be \$ [REDACTED]), will be allocated as follows: ninety percent (90%) as penalties and interest, and ten percent (10%) as wages. Penalties and interest will be reported to the tax authorities as to each Participating Class Member on Tax Form 1099. Wages will be reported to the tax authorities as to each Participating Class Member on Tax Form W-2.

G. WHAT IF I DO NOTHING?

Subject to Court approval, if you are a member of the Settlement Class, and you do not opt-out of the settlement, you will automatically receive a pro rata share of the settlement based on the formula explained above and will automatically release all claims as described below. No further action is required.

Also, if you worked for Defendants at any time between December 20, 2022 and September 13, 2024, you are also a PAGA Aggrieved Employee and will receive a second check for your PAGA Aggrieved Employee Payment. Even if you opt-out of the class settlement, as a PAGA Aggrieved Employee you will receive your pro rata share of the \$35,000 PAGA payment.

If you did not receive this notice at your current mailing address, or if your mailing address has changed, you will need to contact the settlement administrator (see contact details at Section H) and provide your current mailing address, the name of the case and case number (*Del Rio v. CourseCo*,

Inc., et al., Sonoma County Superior Court Case No. 23CV01037) and your full name, and telephone number.

IMPORTANT: IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE SETTLEMENT ADMINISTRATOR, PHOENIX, HAS YOUR MOST CURRENT ADDRESS FOR PURPOSES OF FUTURE NOTICES AND ISSUANCE OF YOUR SETTLEMENT AWARD. LIKEWISE, IF YOU LOSE YOUR CHECK AND NEED TO REQUEST A REPLACEMENT CHECK FROM THE SETTLEMENT ADMINISTRATOR, YOU MAY CONTACT THEM BY TELEPHONE, FAX, OR EMAIL (SEE SECTION H FOR CONTACT INFORMATION) TO REQUEST A NEW CHECK.

By doing nothing and accepting the payment as described in this section, and upon the Court's final approval of the settlement, all Class Members who do not timely opt-out of the Settlement (i.e., all Participating Class Members) shall release all claims alleged in any Complaint (including any amended Complaint filed prior to final approval) in the Action, or which could have been alleged based on the facts asserted in any such Complaint, whether operative or superseded, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, which occurred during the Class Period. Released PAGA Claims also mean all claims for civil penalties under PAGA based on the Labor Code violations alleged in any of the Complaints (including any amended Complaint filed prior to final approval) in any of the actions filed by any of the Plaintiffs, or which could have been alleged based on the legal theories, legal authorities, or facts asserted in any such Complaint, whether operative or superseded, and alleged to have occurred during the PAGA Period. The Released Claims include any and all claims, causes of action, damages, wages, premiums, penalties, attorneys' fees, costs, and any other form of relief or remedy in law, equity, of whatever kind or nature and for any relief whatsoever, including monetary, injunctive, or declaratory relief, whether direct or indirect, whether under federal law or the law of any state, which the Plaintiffs have or any Class Member has against the Released Parties for any acts occurring during the Class Period that relate to the substantive claims described in any of the Complaints, including any amended Complaint.

Settlement Share checks to Participating Class Members will remain valid and negotiable for **one hundred and eighty (180) days from the date of issuance**. If one or more Class Members fail to cash their Settlement Share checks within 180 days after mailing to their last known address, they shall be paid to the State Controller Unclaimed Property Fund in the name of such Class Members.

H. WHAT IF THE NUMBER OF "WORKWEEKS" LISTED IN SECTION F IS INACCURATE?

Your estimated Settlement Share is based upon the number of workweeks worked as a non-exempt employee for Defendants in California from July 13, 2017 to September 13, 2024. Section F reflects this information. If you do not do anything then your settlement award will be based upon this information. If you believe Defendants' records of the number of workweeks you worked during this period in Section F is inaccurate, then you may submit a dispute to the Settlement Administrator by email, FAX, or mail, *including supporting documents* (such as paycheck stubs or tax returns), at the following address:

**ADMINISTRATOR
MAILING ADDRESS 1
MAILING ADDRESS 2
PHONE / FAX / EMAIL ADDRESS**

Any Settlement Class Member workweek dispute and supporting documents must be postmarked, faxed, or emailed by no later than **[RESPONSE DEADLINE]**.

The Settlement Administrator shall consider the merits of any timely disputes. The Settlement Administrator shall have authority to resolve the dispute and make a final and binding determination regarding any dispute regarding the number of total workweeks worked by current or former employees.

I. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the Settlement. If you exclude yourself from the Settlement, you will not receive your individual settlement check, will not be bound by the Release in Section G, and will not have standing to object to the Settlement. You may wish to request exclusion if you do not want to be bound by the settlement or the orders of the court, or you wish to pursue your claim on an individual basis. To do so, you must submit (either by mail, e-mail, or fax) a written request for exclusion (the "Opt-Out Form"), enclosed with this Notice, to the Settlement Administrator at the address detailed in Section H.

To be valid, the Opt-Out Form **must** be completely filled out and include: name, address, and telephone number and must be postmarked, emailed or faxed to the Settlement Administrator at the specified address by **[RESPONSE DEADLINE]**. Unless you timely request to be excluded from the Settlement, you will be bound by the judgment upon final approval of the Settlement, including the Release described in this Notice in section G.

Please remember that if you request to be excluded from this Settlement you will not be entitled to receive any money from the settlement; you will not be bound by the Release outlined in Section G; and you will be free to pursue your own claims, if any, against Defendants.

J. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. For example, you can object to the settlement generally, the PAGA allocation, the request for attorneys' fee award, the requested class representative service award, etc. If you submit an objection, you remain eligible to receive an individual settlement award and will be bound by the terms of the Settlement. If the Settlement Administrator receives both an objection and a request for exclusion from the same Class Member, the Settlement Administrator will exclude the Class Member from the Settlement, and they will not be bound by the Settlement and will not receive an individual settlement award.

If you choose to object to the Settlement, the Court will consider your objection at the Final Approval Hearing on **[DATE]**. At the Final Approval Hearing the Court will review/listen to any objections to the settlement and determine whether the settlement and the requested attorney fee award and class representative service award are fair and reasonable.

To object, you can email, fax, or mail a letter to the Settlement Administrator (see contact information above in Section H saying that you object to the CourseCo cases Settlement by **[RESPONSE DEADLINE]** (*Del Rio v. CourseCo, Inc., et al.*, Sonoma County Superior Court Case No. 23CV01037). Be sure to include your name, address, telephone number, signature, and the reasons (see above) you object to the settlement. The Settlement Administrator will forward any objections received to the lawyers for Plaintiff and Defendants.

You do not need to appear in person at the hearing on final approval for your written objection to be considered by the Court. The hearing will be open to the public and Class Members may attend if they'd like. The Final Approval Hearing is scheduled to take place on [MONTH], 2025], at :00 .m. in Department 17 of the Sonoma County Superior Court, the Honorable Jane Gaskell presiding, located at 3035 Cleveland Avenue, Suite 200, Santa Rosa, CA 95403.

K. WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The Settlement, if finally approved by the Court, will bind all Settlement Class Members who do not request to be excluded from the settlement, **whether or not they cash their Settlement Share checks**. Final approval of the settlement will bar any Settlement Class Member who does not request to be excluded from the Settlement from hereafter initiating a lawsuit or proceeding against the Released Parties regarding any of the Released Claims (*see* section G) during the Class Period.

L. FURTHER INFORMATION

This Notice only provides a summary of the Lawsuit, Settlement and related matters. For more information, you may contact the Settlement Administrator at [XXX-XXX-XXXX], visit the settlement website at [www. .com]. The website has the following information: summary of the lawsuit, links to the case docket and the following documents in pdf: (Complaint, Joint Stipulation for Class Action and PAGA Settlement, Preliminary Approval Order, and the Notice Packet (which contains opt-out and objection deadlines, and the date and location of the Final Approval Hearing).

You may access pleadings and other records, including the Settlement, through the Sonoma County Superior Court's Public Portal: <https://sonoma.courts.ca.gov/portal-disclaimer/>

After arriving at the website, click "Access the Portal," click "Accept" to accept the disclaimers on the following page, and then click the "Smart Search" button. On the "Smart Search" page, enter "23CV01037" as the Record Number and click "SEARCH." Images of every document filed in the case can be viewed under the "Case Event" heading.

You can also get more information about this class action and settlement by contacting Class Counsel:

ADVOCATES FOR WORKER RIGHTS LLP

212 9th Street, Suite 314
Oakland, California 94607
Telephone: (510) 269-4200
Facsimile: (408) 657-4684

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232
Email: Kyle@bamlawca.com

***PLEASE DO NOT TELEPHONE OR CONTACT THE COURT
FOR INFORMATION REGARDING THIS SETTLEMENT.***

REQUEST FOR EXCLUSION/OPT-OUT FORM

Del Rio v. CourseCo, Inc., et al.

Sonoma County Superior Court Case No. 23CV01037

ONLY RETURN THIS FORM IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT. RETURNING THE FORM AND CHOOSING NOT TO PARTICIPATE MEANS YOU WILL NOT RECOVER ANY SETTLEMENT AMOUNT AND THAT YOU WILL NOT BE COVERED BY THE RELEASE IN THE LAWSUIT.

DEADLINE TO RETURN THIS FORM TO SETTLEMENT ADMINISTRATOR (POSTMARK, FAX OR EMAIL AT THE ADDRESS PROVIDED AT THE BOTTOM OF THE FORM) BY **RESPONSE DEADLINE**.

I do NOT want to participate in the above-described settlement in connection with the class and representative action lawsuit against CourseCo Inc., Black Point Golf, LLC, and Ebit Golf, Inc.

I understand that even if I opt-out of the class settlement, if I worked for Defendants CourseCo, Inc. and Ebit Golf, Inc. in the State of California at any time between December 20, 2022 and September 13, 2024, that I am a PAGA Aggrieved Employee and will receive a check for my pro rata share of PAGA Aggrieved Employee Payment.

Signed

Date: _____

Printed Name

(____) _____
Telephone Number

Last 4 Digits of Social Security # or ITIN

Address: _____

CourseCo Settlement
ADMINISTRATOR
MAILING ADDRESS 1
MAILING ADDRESS 2
PHONE / FAX / EMAIL ADDRESS

CLASS MEMBER VERIFICATION FORM

Del Rio v. CourseCo, Inc., et al.

Sonoma County Superior Court Case No. 23CV01037

PLEASE REVIEW YOUR INFORMATION BELOW TO CONFIRM IT IS CORRECT. IF THE INFORMATION IS CORRECT, YOU DO NOT NEED TO DO ANYTHING ELSE IN ORDER TO RECEIVE YOUR SHARE OF THE SETTLEMENT.

HOWEVER, IF ANY OF YOUR INFORMATION IS NOT CORRECT, PROVIDE CORRECTED INFORMATION, INCLUDING ANY SUPPORTING DOCUMENTATION, TO THE ADMINISTRATOR AT THE ADDRESS LISTED BELOW BY EMAIL, FAX, OR MAIL ON OR BEFORE **[RESPONSE DEADLINE]**.

1. Your name: _____
2. Your mailing address: _____

3. Last four digits of your Social Security number: _____
4. Start date and end date (if applicable) of your employment with Defendants _____
5. Number of workweeks you worked for Defendants from July 13, 2017 through September 13, 2024. _____
6. Number of pay periods you worked for Defendants CourseCo, Inc. and Ebit Golf, Inc., from December 20, 2022 through September 13, 2024. _____

YOUR ESTIMATED SETTLEMENT SHARE	\$ _____
YOUR ESTIMATED PAGA SHARE	\$ _____

CourseCo Settlement
ADMINISTRATOR
MAILING ADDRESS 1
MAILING ADDRESS 2
PHONE / FAX / EMAIL ADDRESS

NOTICE OF RE-MAILING

Del Rio v. CourseCo, Inc., et al.

Sonoma County Superior Court Case No. 23CV01037

Class Member's Name
Class Member's Address
Class Member's Address

Dear Class Member,

Earlier, a Class Notice was mailed to you at another address, which was returned to the Settlement Administrator because that address was invalid. Enclosed please find a Class Notice that contains important information, including your rights pertaining to a settlement in the above-referenced case and deadlines for you to act.

Exhibit 3

to Declaration of Eric S. Trabucco in Support of Motion for
Preliminary Approval of Class Action Settlement

Del Rio, et al. v. CourseCo, Inc., et al.
Sonoma County Superior Court, Case No. 23CV01037



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	8,494
Opt Out Rate	1%
Opt Outs Received	85
Total Class Claimants	8,409
Subtotal Admin Only	\$46,500.00

Not-to-Exceed Total \$46,500.00

For 8494 Class Members

Pricing Good for Scope of Estimate Only

January 14, 2025

Case: CourseCo, Inc.; Black Point Golf, LLC; Ebit Golf, Inc., Opt-Out Administration wLanguage

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Eric S. Trabucco

Firm: Advocates for Worker Rights LLP

Contact Number: (510) 269-4200 ext. 1003

Email: est@advocatesforworkers.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 8494 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one

spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	4	\$500.00
Programming Database & Setup	\$125.00	4	\$500.00
Toll Free Setup*	\$152.52	1	\$152.52
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$290.00	2	\$580.00
Total			\$1,764.52

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$0.10	8,494	\$849.40
Notice Packet & Opt-Out Form	\$1.00	8,494	\$8,494.00
Estimated Postage (up to 2 oz.)*	\$0.69	8,494	\$5,860.86
Static Website	\$200.00	1	\$200.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$16,779.26

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	4	\$220.00
Skip Tracing Undeliverables	\$1.50	637	\$955.58
Remail Notice Packets	\$1.00	637	\$637.05
Estimated Postage	\$0.69	637	\$439.56
Programming Undeliverables	\$50.00	4	\$200.00
Total			\$2,452.19

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	3	\$375.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	3	\$255.00
Total			\$1,025.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	4	\$500.00
Disbursement Review	\$125.00	4	\$500.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$125.00	4	\$500.00
Check Run Setup & Printing	\$125.00	6	\$750.00
Mail Class Checks *	\$1.00	8,409	\$8,409.06
Estimated Postage	\$0.69	8,409	\$5,802.25
Total			\$16,651.31

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	5	\$625.00
Remail Undeliverable Checks (Postage Included)	\$1.50	1,682	\$2,522.72
Case Associate	\$55.00	4	\$220.00
Reconcile Uncashed Checks	\$85.00	4	\$340.00
Conclusion Reports	\$125.00	2	\$250.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,150.00	3	\$3,450.00
Estimated N/A Total Class Members			
Total			\$7,827.72

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$46,500.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.