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May 4, 2026

Via LWDA Online Portal

State of California
Labor and Workforce Development Agency
Department of Industrial Relations

Via Certified Mail

Caddie Services, LLC
c/o Registered Agent for Service of Process
1505 Corporation
C T Corporation System
330 N Brand Blvd,
Glendale, CA 91203

Troon Golf, LLC
c/o Registered Agent for Service of Process
1505 Corporation
C T Corporation System
330 N Brand Blvd,
Glendale, CA 91203

Pebble Beach Company
c/o Registered Agent for Service of Process
Diane Goldman
4005 Sunridge Road
Pebble Beach, CA 93953

Re: Private Attorneys General Act (PAGA) Filing of David Chris Murray and Darian Shingu
Labor Code § 2699.3 Notice of Violations

Dear Sir or Madam:

This firm represents David Chris Murray and Darian Shingu with regard to their claims against Caddie Services, LLC, Troon Golf, LLC, and Pebble Beach Company (collectively, “Defendants”). Please direct all communications to my attention.

Pursuant to Labor Code section 2699.3, Mr. Murray and Mr. Shingu wish to prosecute these claims on their own behalf and on behalf of other current and/or former aggrieved employees, and hereby provide written notice to the Labor and Workforce Development Agency, with a certified copy to Defendants, of the specific provisions of the Labor Code alleged to have been violated and the facts and theories to support the violations.

Mr. Murray and Mr. Shingu thus assert the below-described claims pursuant to Labor Code section 2699 on behalf of themselves, the State of California, and all other current and former caddies who worked or performed services at the Pebble Beach Golf Links, Spyglass Hill Golf Course, and/or The Links at Spanish Bay golf courses (collectively, the “Pebble Beach Resort Courses”) at any time from May 6, 2025 through the present and continuing until such date as this matter is resolved (the “Aggrieved Employees”). Mr. Murray and Mr. Shingu are currently employed by Defendants as caddies at the Pebble Beach Resort Courses and have worked as caddies at the Pebble Beach Resort Courses since 1995 and 1994, respectively.

Defendants jointly engage caddies, including Mr. Murray and Mr. Shingu, to provide caddying services at the Pebble Beach Resort Courses. Throughout the relevant period, Defendants intentionally and willfully misclassified Mr. Murray, Mr. Shingu and the other Aggrieved Employees as independent contractors instead of employees. The caddies are economically dependent on Defendants for their work; Defendants exercise control over the manner and means by which caddies perform their services, including by setting schedules and tee-time assignments, dictating uniform and grooming standards, establishing rules of conduct, supervising and disciplining caddies, controlling rates of pay, and requiring caddies to follow Defendants’ policies and procedures while on Defendants’ premises. Caddying is also part of the usual course of Defendants’ business of operating golf resorts. Under any applicable test — including the ABC test codified at Labor Code section 2775 et seq. and the common-law test set forth in *S.G. Borello & Sons, Inc. v. Department of Industrial Relations*, 48 Cal. 3d 341 (1989) — Mr. Murray, Mr. Shingu and the Aggrieved Employees are employees of Defendants, not independent contractors.

Because of this intentional and willful misclassification, but also irrespective and independent of the misclassification, Defendants did not pay Mr. Murray, Mr. Shingu, and the other Aggrieved Employees overtime for all time worked over eight hours in a day, forty hours in a week, or for the first eight hours on the seventh consecutive day of work in a workweek; did not pay reporting time; did not provide full, uninterrupted meal periods or pay meal period premiums; did not authorize and permit duty-free rest periods or pay rest period premiums; did not separately compensate caddies for rest and recovery periods and other non-productive time; and did not furnish accurate, itemized wage statements.

At all relevant times, Defendants have, without limitation, failed to accurately track and/or pay for all time Mr. Murray, Mr. Shingu, and the other Aggrieved Employees actually worked; required, suffered, and/or permitted Aggrieved Employees to failed to provide uninterrupted an

uninterrupted meal period on shifts exceeding five hours; failed to provide a second meal period on days when caddies worked more than ten hours; failed to authorize and permit timely, duty-free, ten-minute rest periods for every four hours worked or major fraction thereof; and failed to separately pay for rest and recovery periods and non-productive time, all to the detriment of Mr. Murray, Mr. Shingu and the other Aggrieved Employees. Mr. Murray and Mr. Shingu are informed and believe, and on that basis allege, that Defendants violated the Labor Code sections set forth below based on Defendants' practice of providing total compensation that is less than the legally required compensation, entitling Mr. Murray, Mr. Shingu, and the other Aggrieved Employees to all damages and civil penalties available under the Labor Code, including penalties pursuant to Labor Code sections 558, 558.1, 226.3, and 2699.

Labor Code section 226.8 makes it unlawful for any person or employer to engage in the willful misclassification of an individual as an independent contractor. As described above, Defendants violated Labor Code section 226.8 by willfully misclassifying Mr. Murray, Mr. Shingu, and the other Aggrieved Employees as independent contractors despite Defendants' control over the work and the integral role caddies play in Defendants' golf-resort operations. Defendants are subject to civil penalties pursuant to Labor Code section 226.8(b)–(c), in addition to penalties under Labor Code section 2699.

Section 5 of IWC Wage Order 10-2001 and Labor Code section 1198 require that each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half of his or her usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two hours nor more than four hours, at the employee's regular rate of pay (which shall not be less than the applicable minimum wage). Defendants regularly required Mr. Murray, Mr. Shingu and the other Aggrieved Employees to report to designated locations at the Pebble Beach Resort Courses at scheduled times or sign-in periods, only to send the caddies home or release them without an assignment without paying for their time or providing any reporting time pay. By failing to pay reporting time pay, and by failing to count and pay for that time as "hours worked," Defendants violated Section 5 of Wage Order 10-2001 and Labor Code section 1198. Because the resulting wages were not paid on regular paydays, were not reflected on wage statements, and were not paid upon separation, Defendants' violated Labor Code sections 204, 226, 201, 202, and 203 as well.

Labor Code sections 226.7 and 512 and the applicable Wage Order require an employer to provide its employees with uninterrupted, duty-free 30-minute meal periods for every five hours worked (and a second meal period for shifts longer than ten hours), and to authorize and permit duty-free 10-minute rest breaks for every four hours of work or major fraction thereof, or to pay one additional hour of pay at the employee's regular rate of compensation for each workday a meal period and/or a rest period is not provided. Defendants failed to provide compliant meal periods and rest periods to Mr. Murray, Mr. Shingu, and the Aggrieved Employees and failed to pay the required premium wages, in violation of Labor Code sections 226.7 and 512 and the applicable Wage Order.

Labor Code sections 510, 1194, 1197, and 1198 set out the rates of pay an employer must pay for regular time, overtime, and double time, and the timeframes for each. Defendants failed to pay Mr. Murray, Mr. Shingu, and the Aggrieved Employees overtime when they worked over eight hours in a day, over forty hours in a week, or for the first eight hours worked on the seventh consecutive day of work in a workweek; double time when they worked more than twelve hours in a day or more than eight hours on the seventh consecutive day of work in a workweek; and the legal minimum wage for all hours worked, in violation of Labor Code sections 510, 1194, 1197, and 1198 and the applicable Wage Order.

Labor Code section 226.2 requires that employees compensated on a piece-rate basis be compensated separately, at no less than the applicable minimum wage, for rest and recovery periods and for other non-productive time — i.e., time under the employer’s control, exclusive of rest and recovery periods, that is not directly related to the activity being compensated on a piece-rate basis. To the extent caddies were paid on a piece-rate or other non-hourly basis (including per-loop, per-bag, per-round, or similar formulas), Defendants failed to separately pay Mr. Murray, Mr. Shingu, and the Aggrieved Employees for rest and recovery periods and for non-productive time, including waiting time at Pebble Beach Resort Courses before and between loops and other downtime under Defendants’ control, in violation of Labor Code section 226.2.

Labor Code section 226(a) requires an employer to furnish its employees with itemized wage statements showing, among other things, gross wages earned, total hours worked, all applicable hourly rates and corresponding hours, all deductions, net wages earned, the inclusive dates of the pay period, the employee’s name and the last four digits of his or her identification number, the legal name and address of the employer, and (where applicable) the number of piece-rate units earned and any applicable piece rate. Defendants failed to provide Mr. Murray, Mr. Shingu, and the Aggrieved Employees with Labor Code-compliant wage statements — including, but not limited to, by failing to record all hours worked, all rates of pay, all overtime hours, and all rest and recovery periods, and other non-productive time — in violation of Labor Code section 226.

Labor Code sections 201 and 202 require an employer to timely pay all wages due to an employee upon termination of employment. Wages include “all amounts for labor performed by employees of every description, [including] commission basis, or other method of calculation.” Lab. Code § 200(a). Defendants failed to pay Aggrieved Employees all wages owed to them at the time of separation, in violation of Labor Code sections 201 and 202.

Labor Code section 203 imposes a waiting-time penalty on an employer who willfully fails to pay all wages owed to employees who are terminated or quit, equal to the employee’s daily wage for each day the final paycheck goes unpaid, up to thirty (30) days. Defendants willfully failed to pay Aggrieved Employees who were terminated or quit, in violation of Labor Code section 203.

Mr. Murray and Mr. Shingu intend to seek all available remedies under Labor Code §§ 2698 *et seq.*, including civil penalties, recovery of attorneys’ fees, costs, and interest, and any other

remedy available under Labor Code §§ 203, 226.3, 226.8, and 2699. Because liability also extends to any owners, directors, officers, or managing agents of Defendants under Labor Code section 558.1, Mr. Murray and Mr. Shingu reserve the right to seek all available remedies against such individuals personally once their identities are ascertained.

Unless the LWDA notifies us, in accordance with Labor Code section 2699.3(a)(2)(B), of its intention to investigate the violations alleged herein, Mr. Murray and Mr. Shingu intend to commence a civil action asserting the representative PAGA claims described above.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Noah Levin', with a stylized, flowing script.

Noah Levin