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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ZACHARY BROWN, individually, on behalf of
all others similarly situated, the State of
California, and other aggrieved persons,

Plaintiff,

v.

TOUCHSTONE GOLF, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 23STCV26302

Assigned to the Hon. David S. Cunningham
III, Dept. 11

Complaint filed: October 26, 2023

FAC filed: March 5, 2024

Trial date: Not set

CLASS & REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: June 4, 2026

Time: 9:00 a.m.

Dept: 11

1 The Court has before it Plaintiff Zachary Brown’s (“Plaintiff” or “Class Representative”)
2 Motion for Preliminary Approval of Class Action Settlement (the “Motion”). Having reviewed
3 the Motion along with the accompanying papers, the Class Action and PAGA Settlement
4 Agreement and Class Notice (which is referred to here as the “Settlement” or “Settlement
5 Agreement”), and good cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, just, adequate, and reasonable and therefore meets the requirements for preliminary
8 approval. The Court grants preliminary approval of the Settlement and the Class (as defined
9 below) based upon the terms set forth in the Settlement Agreement between Plaintiff and
10 Defendant Touchstone Golf LLC (“Defendant,” and together with Plaintiff, the “Parties”). A
11 true and correct copy of the Settlement Agreement is attached to the Declaration of Conor J.D.
12 Gomez in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement as
13 **Exhibit 1.**

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the final approval hearing and final approval
17 by this Court. The Court notes that Defendant has agreed to create a common fund of
18 \$1,375,000.00 (the “Gross Settlement Amount”) to cover (a) settlement payments to Class
19 members who do not validly opt out; (b) a \$137,500.00 payment for its share of the Settlement
20 of claims for penalties under the Private Attorneys General Act (“PAGA”), with 75% of which
21 (\$89,375.00) being paid to the LWDA (the “LWDA PAGA Payment”) and 25% (\$48,125.00)
22 being paid to eligible “Aggrieved Employees” (as defined in the Settlement Agreement); (c) a
23 Class Representative service payments of up to \$7,500.00 for Plaintiff (the “Class
24 Representative Service Payment”); (d) Class Counsel’s attorneys’ fees not to exceed one-third
25 of the Gross Settlement Amount (\$458,333.33) (the “Class Counsel Fee Payment”), and up to
26 \$31,000.00 in costs for actual litigation expenses incurred by Class Counsel (the “Class Counsel
27 Litigation Expenses Payment”); and (e) a payment to Phoenix Class Action Administration
28 Solutions (the “Administrator”) of up to \$15,750.00 (the “Administration Costs”).

1 3. The Court preliminarily finds that the terms of the Settlement appear to be within
2 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
3 applicable law. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is
4 fair, just, reasonable, and adequate to the Class when balanced against the probable outcome of
5 further litigation relating to class certification, liability and damages issues, and potential
6 appeals; (2) significant informal discovery, investigation, research, and litigation have been
7 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
8 respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that
9 would be presented by the further prosecution of the litigation; and (4) the proposed Settlement
10 has been reached as the result of intensive, serious, and non-collusive negotiations between the
11 Parties with the assistance of a well-respected class action mediator. Accordingly, the Court
12 preliminarily finds that the Settlement Agreement was entered into in good faith.

13 4. A final fairness hearing on the question of whether the proposed Settlement, Class
14 Counsel Fees Payment and Class Counsel Litigation Expenses Payment, PAGA Penalties
15 payment and the Class Representative Service Payment should be finally approved as fair, just,
16 reasonable and adequate as to the Class is hereby set in accordance with the implementation
17 schedule set forth below.

18 5. For settlement purposes, the Court provisionally certifies the Class defined as all
19 persons employed by Defendant in California and classified as hourly non-exempt employees
20 who worked for Defendant at any time during the Class Period (each a “Class Member(s)”
21 collectively the “Class”).

22 6. The Court finds, for settlement purposes only, that the Class meets the
23 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
24 Class Members are so numerous that joinder is impractical; (2) there are questions of law and
25 fact that are common, or of general interest, to all Class Members, which predominate over
26 individual issues; (3) Plaintiff’s claims are typical of the claims of the Class Members; (4)
27 Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members;
28 and (5) a class action is superior to other available methods for the fair and efficient adjudication

of the controversy.

7. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Zachary Brown. The Court further preliminarily approves Plaintiff's ability to request the Class Representative Service Payment.

8. The Court appoints, for settlement purposes only, Benjamin H. Haber, Daniel J. Kramer, Chase Stern, Alan Wilcox, Lucy Nguyen and Conor Gomez of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment not to exceed \$31,000.00.

9. The Court appoints Phoenix Class Action Administration Solutions as the Administrator with the Administrator Costs estimated not to exceed \$15,750.00.

10. The Court approves, as to form and content the class notice, attached to the Settlement Agreement (the "Class Notice"). The Court finds on a preliminary basis that plan for distribution of the Class Notice to Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

11. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

12. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

13. The Court orders the following implementation schedule:

Defendant to provide Class Data to the Administrator	Within 10 business days after the Court grants Preliminary Approval of the Settlement
Administrator to mail the Class Notice	Within 14 days after receipt of the Class List from the Defendant
Response Deadline	45 days after Class Notice is mailed out by

	the Settlement Administrator 14 days additional days for any notices that were resent
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiffs	16 court days before hearing on Motion for Final Approval
Final Approval Hearing	_____ at 9:00 a.m., or first available date thereafter, in Department 11. The hearing may be continued to another date without further notice to the Class Members.

14. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the Settlement, are stayed.

15. _____

_____.

IT IS SO ORDERED.

DATE:

Hon. David S. Cunningham III
Los Angeles County Superior Court