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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

**DECLARATION OF PLAINTIFF
ZACHARY BROWN IN SUPPORT OF
PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

DECLARATION OF PLAINTIFF ZACHARY BROWN

I, Zachary Brown, declare as follows:

1. I am an adult resident of the State of California, and, if called as a witness in this action, I would testify truthfully to the matters described in this declaration. All of the matters described in this declaration are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. I make this declaration entirely of my own free will and choice. I have not been promised any benefit for doing so, and I have not been pressured into giving this declaration. Before signing this declaration, I was given the opportunity to review it, make changes, and verify the accuracy of its contents.

3. I am a former employee of Touchstone Golf LLC (“Defendant”). I worked for Defendant from approximately July 2022 to approximately July 2023 as an hourly non-exempt employee. Throughout the entirety of my employment, I was subject to all of Defendant’s policies and practices that have been alleged as unlawful in the Class Action Complaint and Private Attorneys General Act (“PAGA”) Notice sent to Defendant and the Labor & Workforce Development Agency (“LWDA”).

4. I initiated this lawsuit because I was concerned that I was not paid properly for all the hours that I worked, and I was not provided all of my meal and rest breaks.

5. By originating this lawsuit as a class representative, I hoped that I might be able to change Defendant’s policies to better protect the working conditions of my co-workers. I also understood that it was my duty as a class representative to represent the best interests of the class, know about the lawsuit, assist my attorneys, and keep updated on the case.

6. I have invested a lot of personal time and energy into this lawsuit. As detailed more fully below, I have spent approximately 250 hours on this case. I made it a priority to be actively involved because I wanted to do everything I can to assist my attorneys in prosecuting this case.

7. Throughout this case, I spent a lot of time on the phone with my attorneys to get updates about the case and provide them with information. For example, during some of the phone calls, my attorneys and I were able to identify instances when I was not paid correctly.

1 Additionally, leading up to the mediation in March 2025, I had multiple lengthy phone calls with
2 Wilshire Law Firm, PLC regarding the claims at issue and what was to transpire at the mediation.

3 8. Throughout the case, I also spent time looking for documents and doing research
4 about my individual claims (which I am releasing as part of this settlement) relevant to the case to
5 send to my attorneys. I spent numerous hours looking for these documents, including when I first
6 contacted my attorneys, before my attorneys filed the case, and before my case was mediated. I
7 also spent time reviewing legal documents in this case, including the retainer and settlement
8 agreement and discussed, in detail, the terms with my attorneys.

9 9. I have interviewed at least 7 other workers to get information about their experiences
10 to relay to my attorneys to litigate this case.

11 10. Additionally, I made myself fully available on the day of mediation and was in
12 continuous contact with my attorneys to assist with any questions or issues that may have arisen.

13 11. I believe the settlement is a good settlement and I would recommend that the Court
14 approve it because I believe that this settlement is fair, adequate, and reasonable. I am glad that I
15 had the opportunity to represent the class in this lawsuit and that I was able to recover money
16 through a settlement for the class.

17 12. I did not make the decision to file a class action lightly. I was concerned by the
18 attention a publicly filed lawsuit, and especially a class action, would attract. My name would be
19 associated with a lawsuit that I filed against my former employer. I am mindful that prospective
20 employers might find out that I sued Defendant. Nevertheless, I felt that important rights were at
21 stake that hurt everyone, and something ought to be done about it.

22 13. I also understand that there was financial risk in bringing this lawsuit. For example,
23 I knew that if I did not prevail in this lawsuit that I could potentially be responsible for Defendant's
24 attorneys' fees and costs.

25 14. I understand that the settlement agreement provides a service payment to me of up
26 to \$10,000.00. I believe this amount is fair compensation for my time and effort on this case, for
27 helping to prosecute this case, and the risks with respect to my future employment. In addition, the
28 settlement requires that I enter into a general release, which I understand is broader than the release

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that will bind other class members. I am receiving no additional compensation to that provided for in the settlement.

15. Based on my involvement in this case and the benefits provided to my former co-workers, I can say I helped stand up for the other workers who were too afraid to say anything to management because they did not want to risk losing their jobs or risk the stigma of suing an employer. I was not afraid to take that risk because I strongly care about helping out my former co-workers.

16. I reviewed (and ultimately signed) the Class Action and PAGA Settlement Agreement in full and my attorneys answered all the questions I had. I believe the settlement terms and allocations are fair, adequate, and reasonable given the strength of the class claims and Defendant's defenses.

17. I have no conflicts of interest with any class member or the Settlement Administrator, Phoenix Class Action Administration Solutions.

18. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed on 3/16/2026, at Los Angeles, California.

DocuSigned by:
Zachary Brown
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Zachary Brown