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and on behalf of others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CRUZ

TYLER EMERY, individually, and on behalf of
others similarly situated,

Plaintiff,

vs.

SANTA CRUZ BICYCLES, LLC; and DOES 1
through 25, inclusive,

Defendants.

Case No.: 24CV00244
Related Case No. 24CV00839

Hon. Syda K. Cogliati, Dept. 5

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: March 3, 2025
Time: 8:30 a.m.
Dept.: 5

Complaint Filed: January 25, 2024
Trial Date: Not Set

1 Plaintiff Tyler Emery’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA
2 Settlement, Attorneys’ Fees and Costs, Class Representative Incentive Payment, and Settlement
3 Administration Costs (“Motion for Final Approval”) came before this Court on **March 3, 2025 at 8:30**
4 **a.m.**, before the Honorable Syda K. Cogliati in Department 5 of the above-captioned Court, located at
5 701 Ocean Street, Santa Cruz, California 95060.

6 Having received and considered the Class Action and PAGA Representative Action Settlement
7 and Release (“Settlement” or “Settlement Agreement”), Plaintiff’s Motion for Final Approval, the
8 supporting papers filed by the Parties, the Declarations of Class Counsel Karen I. Gold, the Class
9 Representative (Plaintiff Tyler Emery), and the Settlement Administrator (Nathalie Hernandez on
10 behalf of ILYM Group, Inc.), and the evidence and argument received by the Court in conjunction
11 with the Motion for Preliminary Approval of Class Action and PAGA Settlement and exhibits thereto,
12 the Court grants final approval of the Settlement and HEREBY ORDERS AND ENTERS
13 JUDGMENT AS FOLLOWS:

14 1. This Court has jurisdiction over the subject matter of the above-captioned action and
15 over Plaintiff and Defendant Santa Cruz Bicycles, LLC (“Defendant”) (together, with Plaintiff, the
16 “Parties”), including all members of the class.

17 2. The Court finds that the following “Class” is properly certified as a class for settlement
18 purposes only: “all current and former hourly-paid and/or non-exempt employees who worked for
19 Defendant in the State of California at any time during the Class Period.”

20 3. The “Class Period” is defined as the period from January 25, 2020, through October
21 15, 2024.

22 4. The Court appoints Plaintiff Tyler Emery as the Class Representative for settlement
23 purposes only.

24 5. The Court appoints Jonathan M. Genish, Karen I. Gold, Sara Pezeshkpour, and Marissa
25 A. Mayhood of Blackstone Law, APC as Class Counsel for settlement purposes only.

26 6. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
27 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
28 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and

any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Class Notice fully satisfied the requirements of due process.

7. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

8. The Settlement Agreement is not an admission by Defendant, or by any other Released Parties, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant or any other Released Parties. Neither this Order and Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of the other Released Parties.

9. The Court finds that no Class Members have validly and timely opted out of the Class Settlement and no Class Members have objected to the Class Settlement.

10. In addition to any recovery that Plaintiff may receive under the Settlement, and in recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment from the Gross Settlement Amount of an Class Representative Incentive Payment to Plaintiff in the amount of \$7,500.00.

11. The Court approves the payments from the Gross Settlement Amount of attorneys' fees to Class Counsel in the sum of \$332,249.75 and reimbursement of actual litigation costs and expenses to Class Counsel in the sum of \$22,039.48. The attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

12. The Court approves and orders payment from the Gross Settlement Amount in the amount of \$9,000.00 to ILYM Group, Inc. for performance of settlement administration services.

13. The Court approves and orders payment in the amount of \$ \$37,500 to the California Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward PAGA penalties.

14. It is hereby ordered that no later than the Funding Date, Defendant will deposit the Gross Settlement Amount, minus the \$149,285.00 which has already been paid to certain members of the Class by Defendant, into a Qualified Settlement Fund established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

15. The “Funding Date” is defined as thirty (30) calendar days after the Effective Date.

16. The “Effective Date” means the later of: (i) the date of Final Approval if no timely objections are filed, or if objections are withdrawn prior to the Final Approval Hearing; or (ii) the time to appeal has expired if an objection has been filed and no appeal was filed; or (iii) the date of final resolution of any appeal that has been filed.

17. It is hereby ordered that no later than the Payment Date, the Settlement Administrator will distribute the Individual Settlement Payments to Participating Class Members and Aggrieved Employees, LWDA Payment to the LWDA, Class Representative Incentive Payment to Plaintiff, Attorneys’ Fees and Costs to Class Counsel, and Settlement Administration Costs to itself.

18. The “Payment Date” is defined as the date which is ten (10) business days after the Funding Date.

19. Each Class Member Payment and Individual PAGA Settlement Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State of California’s Unclaimed Property Division in the name of the Participating Class Member and/or Aggrieved Employee.

20. Upon the full funding of the Gross Settlement Amount, Plaintiff and all Participating Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Class Released Claims. “Class Released

Claims” means all claims made or which could have been made based on the facts pled in the Class Action Complaint, arising during the Class Period, including, but not limited to, claims for: (i) Failure to Pay Minimum Wage (Labor Code §§ 1194, 1197, and 1197.1); (ii) Failure to Pay Overtime (Labor Code §§ 510 and 1198); (iii) Failure to Provide Timely Off-Duty Meal Breaks or Compensation in Lieu Thereof (Labor Code §§ 226.7 and 512); (iv) Failure to Provide Timely, Off-Duty Rest Periods or Compensation in Lieu Thereof (Labor Code § 226.7); (v) Failure to Timely Pay Wages During Employment (Labor Code §§ 204 and 210); (vi) Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226(a)); (vii) Failure to Timely Pay All Wages Due at Separation (Labor Code §§ 201, 202 and 203); (viii) Failure to Reimburse Necessary Business Expenses (Labor Code §§ 2800 and 2802); and (ix) Violation of Unfair Competition Law (Business & Professions Code § 17200, *et seq.*) The Class Released Claims expressly exclude the PAGA Released Claims, and Participating Class Members will not release the PAGA Released Claims unless such Participating Class Members are also Aggrieved Employees. Participating Class Members who are also Aggrieved Employees shall release the PAGA Released Claims, in addition to releasing the Class Released Claims.

21. Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all Aggrieved Employees, and all Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all PAGA Released Claims. “PAGA Released Claims” means all claims made or which could have been made for civil penalties under the PAGA, Labor Code Sections 2698 *et seq.*, based in the facts pled in Plaintiff’s letter to the LWDA and the PAGA Action Complaint, arising during the PAGA Period, including, but not limited to, claims for: (i) Failure to Pay Minimum Wage (Labor Code §§ 1194, 1197, and 1197.1); (ii) Failure to Pay Overtime (Labor Code §§ 510 and 1198); (iii) Failure to Provide Timely Off-Duty Meal Breaks or Compensation in Lieu Thereof (Labor Code §§ 226.7 and 512); (iv) Failure to Provide Timely, Off-Duty Rest Periods or Compensation in Lieu Thereof (Labor Code § 226.7); (v) Failure to Timely Pay Wages During Employment (Labor Code §§ 204 and 210); (vi) Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226(a)); (vii) Failure to Timely Pay All Wages Due at Separation (Labor Code §§ 201, 202 and 203); (viii) Failure to Reimburse Necessary Business Expenses (Labor Code §§ 2800 and 2802).

1 22. In exchange for the Class Representative Incentive Payment, and upon Defendant's
2 delivery of the Gross Settlement Amount and employer-side payroll taxes on wages paid to Class
3 Members to the Settlement Administrator, Plaintiff agrees to release, in addition to the Released Class
4 Claims and Released PAGA Claims described above, all claims whether known or unknown, under
5 federal law and state law against the Released Parties. The Class Representative Incentive Payment
6 shall be paid to Plaintiff specifically in exchange for the general release of the Released Parties from
7 all claims set forth in this Agreement, including those specified in this Paragraph. Plaintiff expressly
8 waives the protections and any and all benefits of California Civil Code section 1542 which provides
9 as follows:

10 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
11 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
12 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
13 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

14 23. The "Released Parties" means Defendant, their present and former officers, directors,
15 members, managers, shareholders, employees, agents, parents, subsidiaries, affiliates, insurers,
16 operators, partners, joint ventures, consultants, attorneys, successors, or assignees.

17 24. This Court shall retain continuing and exclusive jurisdiction over all matters related to
18 the administration and consummation of the terms of this Settlement and enforcement of the final
19 judgment.

20 25. Notice of entry of this Order and Judgment shall be given to the Class Members by
21 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
22 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

23 26. A Non-Appeal Case Review re: Final Report is set for
24 _____ at _____ in Department 5 of this Court located at 701
25 Ocean Street, Santa Cruz, California 95060. The Settlement Administrator shall file a Final Report
26 by _____.

27 **IT IS SO ORDERED.**

28 Dated: _____

Honorable Syda K. Cogliati