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and on behalf of other similarly situated employees and
aggrieved employees pursuant to the California Private
Attorneys General Act*

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

TRAVIS SANFORD, individually, and on behalf
of other similarly situated employees and
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

SANTA CRUZ SEASIDE COMPANY, a
California corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 23CV01762

Honorable Syda K. Cogliati
Department 5

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

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

Complaint Filed: July 25, 2023
FAC Filed: August 5, 2024
Trial Date: Not Set

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

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 (“Settlement” or “Settlement Agreement”), Plaintiff’s Motion for Final Approval, the supporting
8 papers filed by the Parties, the Declarations of Class Counsel (Jonathan M. Genish and Karen I. Gold),
9 the Class Representative (Plaintiff Travis Sanford), and the Settlement Administrator (Nicole Bench
10 on 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 Seaside Company (“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 (including adults
19 and minors under the age of 18) who worked for Defendant in the State of California at any time
20 during the Class Period.”

21 3. The “Class Period” is defined as the period from July 25, 2019, through August 11,
22 2024.

23 4. The Court appoints Plaintiff Travis Sanford as the Class Representative for settlement
24 purposes only.

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

27 6. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
28 with the requirements of California Code of Civil Procedure section 382, California Civil Code section

1 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
2 any other applicable law, and constitutes the best notice practicable under the circumstances, by
3 providing individual notice to all Class Members who could be identified through reasonable effort,
4 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
5 other Class Members. The Class Notice fully satisfied the requirements of due process.

6 7. The Court finds the Settlement was entered into in good faith, that the Settlement is
7 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
8 requirements for final approval of this class action settlement under California law, including the
9 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
10 3.769.

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

17 9. The Court finds that three (3) Class Members have validly and timely opted out of the
18 Class Settlement and no Settlement Class Members have objected to the Class Settlement: Filip
19 Jordanoski, Rinora Fazliu, and Natalia Chuda.

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

23 11. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
24 to Class Counsel in the sum of \$1,966,666.67 and reimbursement of actual litigation costs and
25 expenses to Class Counsel in the sum of \$21,653.96. The attorneys' fees and reimbursement of
26 litigation costs and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee
27 award is determined based on a reasonable percentage of the common fund obtained for the Class.
28 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 \$35,000.00 to ILYM Group, Inc. for performance of settlement administration services.

13. The Court approves and orders payment in the amount of \$225,000.00 to the California Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward PAGA penalties.

14. It is hereby ordered that within five (5) business days after the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

15. It is hereby ordered that within five (5) business days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys’ Fees and Costs to Class Counsel, and Settlement Administration Costs to itself.

16. Each Individual Settlement Payment and Individual PAGA 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 Settlement Class Member and/or PAGA Employee.

17. Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium

1 payments, provide accurate wage statements, timely pay wages upon termination, and reimburse
2 necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203,
3 226(a), 226.7, 510, 512, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial
4 Welfare Commission Wage Order and California Business and Professions Code sections 17200, et
5 seq.

6 18. Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California
7 with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally,
8 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
9 Released PAGA Claims. "Released PAGA Claims" means any and all claims arising from any of the
10 factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the
11 Private Attorneys General Act of 2004, California Labor Code Sections 2698 et seq., including all
12 claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime
13 and minimum wages, provide compliant meal and rest periods and associated premium payments,
14 timely pay wages during employment and upon termination, provide complaint wage statements,
15 maintain complete and accurate payroll records, and reimburse necessary business-related expenses
16 in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d),
17 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage
18 Order.

19 19. Upon the full funding of the Gross Settlement Amount, Plaintiff, individually and on
20 his own behalf, will be deemed to have fully, finally, and forever released, settled, compromised,
21 relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands,
22 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or
23 nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which
24 Plaintiff, at any time of execution of this Settlement Agreement, had or claimed to have or may have,
25 including but not limited to any and all claims arising out of, relating to, or resulting from his
26 employment and/or separation of employment with the Released Parties, including any claims arising
27 under any federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order relating
28 to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights Act

of 1964, as amended, 42 U.S.C. § 1981; the Americans with Disabilities Act; the Family and Medical Leave Act; the Employee Retirement Income Security Act; the California Family Rights Act; the California Fair Employment and Housing Act; all claims for wages or penalties under the Fair Labor Standards Act; all claims for wages or penalties under the California Labor Code; Business and Professions Code sections 17200 et seq.; all laws relating to violation of public policy, retaliation, or interference with legal rights; any and all other employment or discrimination laws; whistleblower claims; any tort, fraud, or constitutional claims; and any breach of contract claims or claims of promissory estoppel. It is agreed that this is a general release and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that cannot be released hereunder by law. Plaintiff understands and expressly agrees that this Settlement Agreement extends to claims that he has against Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on or before the execution of this Settlement Agreement. Any and all rights granted under any state or federal law or regulation limiting the effect of the Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

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

20. "Released Parties" means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

21. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the determination of all controversies relating thereto.

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

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

8 **IT IS SO ORDERED.**

9 Dated: _____

Honorable Syda K. Cogliati