

Jonathan M. Genish (SBN259031)
Karen I. Gold (SBN 258360)
kgold@blackstonepc.com
Sara Pezeshkpour (SBN. 260240)
spezeshkpour@blackstonepc.com
Marissa A. Mayhood (SBN 334376)
mmayhood@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

*Attorneys for Plaintiff TRAVIS SANFORD, individually,
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

**DECLARATION OF NICOLE BENCH
OF ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

HEARING INFO

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

Judge: Hon. Syda K. Cogliati,

1 I, Nicole Bench, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned, *Travis*
6 *Sanford v. Santa Cruz Seaside Company*, matter. I am authorized to make this declaration on behalf
7 of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering class action settlements,
10 including direct mail services, database management, claims processing, and settlement fund
11 distribution services for class actions ranging in size from 26 to 4,500,000 settlement class
12 members.

13 3. ILYM Group was engaged by the Parties’ counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Joint Stipulation of Class Action and PAGA Settlement, in the above referenced
16 Action. Duties performed to-date and to be performed after Final Approval of the Settlement is
17 granted, include: (a) translating the mailing documents into Spanish; (b) printing and mailing the
18 *Notice of Class Action Settlement*, in both English and Spanish (referred to as “Class Notice”); (c)
19 receiving and processing requests for exclusion and objections to the Settlement, if applicable; (d)
20 calculating individual settlement award amounts; (e) resolving Settlement Class Members’ disputes
21 over the number of workweeks Defendant has record of them working during the Class Period,
22 which was pre-printed on their individualized Class Notice; (f) establishing a QSF account and
23 calculating individual settlement award amounts; (g) processing and mailing settlement award
24 checks; (h) handling tax withholdings as required by the Settlement and the law; (i) preparing,
25 issuing and filing tax returns and other applicable tax forms; (j) handling the distribution of any
26 unclaimed funds pursuant to the terms of the Settlement; and (k) performing other tasks as the
27 Parties mutually agree to and/or the Court orders ILYM Group to perform.

1 4. On October 2, 2024, ILYM Group received the Court approved text for the Class
2 Notice from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice, which
3 was approved by the Parties' Counsel prior to mailing.

4 5. On October 8, 2024, ILYM Group received the Class List from Defendant's
5 Counsel, which contained the name, social security number, last known mailing address, last known
6 telephone number, last known e-mail address, the dates of employment worked for each individual,
7 the number of workweeks worked for each Settlement Class Member during the Class Period and
8 the number of Workweeks worked for each employee during the PAGA Period. The Class List was
9 uploaded to our database and checked for duplicates and other possible discrepancies. The Class
10 List contained 6,029 individuals identified as Class Members who were employed by Defendant
11 for a total of 191,071 Workweeks during the Class Period. Accordingly, the Escalator Clause in
12 Paragraph 13 of the Settlement was not triggered.

13 6. Seventy-six (76) of the records provided in the Class List were missing a valid
14 mailing address and no address was found. As part of the preparation for mailing, all 6,029 names
15 and addresses contained in the Class List were then processed against the National Change of
16 Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), for
17 purposes of updating and confirming the mailing addresses of the Class Members before mailing
18 of the Class Notice. The NCOA contains requested change of addresses filed with the USPS. To
19 the extent that an updated address was found in the NCOA database, the updated address was used
20 for the mailing of the Class Notice. To the extent that no updated address was found in the NCOA
21 database, the original address provided by Counsel for Defendants was used for the mailing of the
22 Class Notice.

23 7. On October 22, 2024, ILYM Group mailed the Class Notice, in both English and
24 Spanish, via U.S First Class Mail, to a total of 5,953 individuals out of the 6,029 contained in the
25 Class List, for whom their mailing address was known or deemed valid. Attached hereto, as **Exhibit**
26 **A**, is a true and correct copy of the mailed Class Notice.

1 8. On October 22, 2024, ILYM Group e-mailed the Class Notice, in both English and
2 Spanish, to 5,985 individuals in the Class List, for whom their e-mail address provided was known
3 or deemed valid.

4 9. As of the date of this declaration, 476 Class Notices have been returned to our office
5 as undeliverable. Of the 476 returned Class Notices, none included a return with a forwarding
6 address provided by the USPS. ILYM Group performed a computerized skip trace on all 476
7 returned Class Notices, in an effort to obtain an updated address for the purpose of re-mailing the
8 Class Notices. As a result of this skip trace, 114 updated addresses were obtained and the Class
9 Notice were promptly re-mailed to those Settlement Class Members, via U.S. First Class Mail. In
10 addition, four (4) Settlement Class Members contacted us during the response period requesting
11 that a new Class Notice be re-mailed to them.

12 10. As of the date of this declaration, a total of 118 Class Notices have been re-mailed.
13 Specifically, 114 were re-mailed as a result of ILYM Group's skip tracing efforts and 4 were re-
14 mailed as a result of a re-mail request by a Class Member.

15 11. As of the date of this declaration, a total of 362 Class Notices have ultimately been
16 deemed undeliverable as no updated address was found notwithstanding the skip tracing. As of the
17 date of this declaration, ILYM Group has received 3 Requests for Exclusion from the following
18 individuals: Filip Jordanoski, Rinora Fazliu, and Natalia Chuda. The deadline to submit a Request
19 for Exclusion was December 6, 2024.

20 12. As of the date of this declaration, ILYM Group has not received any Notices of
21 Objection to the Settlement. The deadline to file a Notice of Objection to the Settlement was
22 December 6, 2024.

23 13. As of the date of this declaration, ILYM Group has not received any Workweek
24 disputes from a Settlement Class Member. The deadline to submit a Workweeks Dispute was
25 December 6, 2024.

26 14. As of the date of this declaration, ILYM Group will report a total of 6,026 Settlement
27 Class Members, representing 99.95% of the 6,029 Class Members. The total number of Workweeks
28

worked by the Class Members during the class period is 191,020. The Escalator Clause has not been triggered.

15. Settlement Class Members will receive a proportional share of the Net Settlement Amount through individual settlement payments, based on the number of Workweeks worked by Class Members during the Class Period. The Net Settlement Amount is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Amount for Attorneys' Fees and Costs, the Enhancement Payment, Settlement Administration Costs, and the PAGA Amount

Gross Settlement Amount	\$5,900,000.00
Class Counsel Attorney's Fees	\$1,966,666.67
Class Counsel Litigation Costs	\$21,653.96
Class Representative Service Award	\$7,500.00
Administration Fees to ILYM Group	\$35,000.00
PAGA Penalties payment to LWDA	\$225,000.00
PAGA Penalties Allocation to Aggrieved Employees	\$75,000.00
Net Settlement Amount	\$3,569,179.37

16. To determine a Settlement Class Member's Individual Settlement Share, the Net Settlement Amount shall be divided among Settlement Class Members based on the Settlement Class Member's number of Workweeks worked during the Class Period. This results in a Workweek Value that is then multiplied by the number of Workweeks worked by each Class Member. Based on these calculations, the Settlement Class Members will receive an estimated average Individual Settlement Share of \$592.30, with the estimated highest Individual Settlement Share being \$4,895.43 and the estimated lowest Individual Settlement Share being \$18.68.

17. In addition, Defendant's records reveal a total of 2,689 Aggrieved Employees who worked 57,816 PAGA Workweeks during the PAGA Period. PAGA Employees will receive a proportional share of the PAGA Employee Amount (i.e., 25% of the PAGA Amount) through individual settlement payments, calculated by a pro-rata formula, based on the number of PAGA Workweeks PAGA Employees were employed by Defendant during the PAGA Period. Based on these calculations, the PAGA Employee's, will receive an estimated average Individual PAGA

1 Payment of \$27.89, with the estimated highest Individual PAGA Payment being \$73.94 and the
2 estimated lowest Individual PAGA Payment being \$1.30.

3 18. ILYM Group's total fees and costs for services in connection with the administration
4 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
5 costs for completion of the settlement administration, are \$35,000.00, ILYM Group's work in
6 connection with this matter will continue with the calculation of the settlement award payments,
7 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
8 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
9 Group to perform. A copy of ILYM Group's quote is attached hereto as **Exhibit B**.

10
11 I declare under penalty of perjury under the laws of the State of California and the United
12 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
13 was executed this 7th day of January 2025, at Tustin, California.

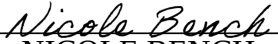
14
15 
16 NICOLE BENCH
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT “A”

NOTICE OF CLASS ACTION SETTLEMENT

Travis Sanford v. Santa Cruz Seaside Company
Superior Court of California for the County of Santa Cruz, Case No. 23CV01762

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you (and/or your parent or guardian) of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or PAGA Workweeks that you are credited with, if you so choose.

YOU (AND/OR YOUR PARENT OR GUARDIAN IF YOU ARE UNDER THE AGE OF 18) ARE NOTIFIED THAT:

A class and representative action settlement has been reached between Plaintiff Travis Sanford ("Plaintiff") and Defendant Santa Cruz Seaside Company ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762 ("Action"), which may affect your legal rights. On September 17, 2024, the Court granted preliminary approval of the settlement and scheduled a hearing on January 30, 2025, at 8:30 a.m., ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees (including adults and minors under the age of 18) who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period from July 25, 2019, through August 11, 2024.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employees" means all current and former hourly-paid and/or non-exempt employees (including adults and minors under the age of 18) who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from July 15, 2023, through August 11, 2024.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On July 25, 2023, Plaintiff commenced a putative class action lawsuit against Defendant by filing a Class Action Complaint for Damages. On July 15, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On August 5, 2024, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq. ("Operative Complaint"), adding a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA").

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant strongly denies all of Plaintiff's claims, asserts that Plaintiff is not entitled to recover any damages or penalties, and contends that Defendant has complied with all employment laws.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On September 17, 2024, the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Travis Sanford as representative of

the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Karen I. Gold
Ashley H. Cruz
Marissa A. Mayhood
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, no action is necessary to receive an Individual Settlement Payment. However, Class Members (and/or the parent or guardian of a Class Member who is under the age of 18) have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Five Million Nine Hundred Thousand Dollars and Zero Cents (\$5,900,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$1,966,666.67 if the Gross Settlement Amount is \$5,900,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Three Thousand Dollars and Zero Cents (\$23,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff for his services in the Action; (3) the amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$225,000.00) (“LWDA Payment”) and the remaining 25% (\$75,000.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members will be issued their final Individual Settlement Payment unless the Class Member (and/or the parent or guardian of a Class Member who is under the age of 18) submits a timely and valid Request for Exclusion. Class Members who do not submit a timely and valid Request for Exclusion are referred to as “Settlement Class Members.”

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of weeks each PAGA Employee worked for Defendant as an

hourly-paid and/or non-exempt employee in California during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Workweeks of all PAGA Employees to yield the “PAGA Workweek Value,” and multiplied each PAGA Employee’s individual PAGA Workweeks by the PAGA Workweek Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and PAGA Workweeks (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- **From July 25, 2019, through August 11, 2024 (i.e., the Class Period), you are credited as having worked «Class WW» Workweeks.**
- **From July 15, 2023, through August 11, 2024 (i.e., the PAGA Period), you are credited as having worked «PAGA PP» PAGA Workweeks.**

If you wish to dispute the Workweeks and/or PAGA Workweeks credited to you, you (and/or your parent or guardian if you are under the age of 18) must submit your dispute in writing to the Settlement Administrator (“Workweeks Dispute”). The Workweeks Dispute must: (a) contain the case name and number of the Action (*Sanford v. Santa Cruz Seaside Company*, Case No. 23CV01762); (b) contain the Class Member’s full name, signature, address, telephone number, and the Class Member’s last four (4) digits of your Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or PAGA Workweeks credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before December 6, 2024.**

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and PAGA Workweeks (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$«Class_ESA». The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$«PAGA_ESA» and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

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.

Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA 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 payments, provide accurate wage statements, timely pay wages upon termination, and

reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order and California Business and Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys’ fees and costs related thereto, for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

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

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$1,966,666.67 if the Gross Settlement Amount is \$5,900,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Three Thousand Dollars and Zero Cents (\$23,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“Enhancement Payment”), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you (and/or your parent or guardian if you are under the age of 18) decide to exclude yourself from the Class Settlement.

Unless you (and/or your parent or guardian if you are under the age of 18) elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members (and/or the parent or guardian of any Class Member under the age of 18) may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address: ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781, Telephone: (888) 250-6810, Fax: (888) 845-6185.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Sanford v. Santa Cruz Seaside Company*, Case No. 23CV01762); (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of the Class Member’s Social Security number; (c) clearly states that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before December 6, 2024**.

If the Court grants final approval of the Settlement, any Class Member on whose behalf a timely and valid Request for Exclusion has been submitted will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members on whose behalf no timely and valid Request for Exclusion is submitted will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

A Class Member (and/or the parent or guardian of a Class Member under the age of 18) can object to the Class Settlement as long as the Class Member has not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Sanford v. Santa Cruz Seaside Company*, Case No. 23CV01762); (b) contain the Settlement Class Member’s full name, signature, address, telephone number, and the Settlement Class Member’s last four (4) digits of their Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before December 6, 2024**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 5 of the Santa Cruz County Superior Court, located at 701 Ocean Street, Santa Cruz, California, 95060, on January 30, 2025, at 8:30 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can appear remotely at <https://santacruzcourt-org.zoomgov.com/j/1615592790> or Dial: 1 (669) 216-1590 and provide the Meeting ID: 161 559 2790.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action for free by visiting the civil clerk’s office located at Santa Cruz Courthouse, 701 Ocean Street, Santa Cruz, California, 95060, during business hours, or online by visiting the following website: <https://portal.santacruzcourt.org/portal>, clicking “Smart Search” and typing in the Court Case Number “23CV01762.”

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: (888) 250-6810, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

Sanford v. Santa Cruz Seaside Company

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

«ILYM_ID

QR

Code»

ILYM ID: «ilym_id»

«first_name» «last_name» and/or Parent Guardian

«Address_1»

«City», «state» «Zip_Code»

AVISO DE ACUERDO DE DEMANDA COLECTIVA

Travis Sanford v. Santa Cruz Seaside Company
Tribunal Superior de California para el Condado de Santa Cruz, Caso No. 23CV01762

POR FAVOR, LEA ATENTAMENTE ESTE AVISO DE CLASE.

Usted ha recibido esta Notificación de Demanda Colectiva porque los registros del Demandado indican que usted puede ser elegible para participar en el acuerdo de demanda colectiva alcanzado en el caso mencionado anteriormente.

No es necesario que realice ninguna acción para recibir un pago de liquidación.

Esta Notificación de la Demanda Colectiva está diseñada para informarle a usted (y/o a sus padres o tutores) de sus derechos y opciones con respecto al acuerdo, y de cómo puede solicitar ser excluido del Acuerdo de la Demanda Colectiva, objetar la Conciliación de la Demanda Colectiva y/o disputar el número de Semanas Laborables y/o Semanas Laborales de PAGA que se le acreditan. si así lo desea.

SE LE NOTIFICA A USTED (Y/O A SUS PADRES O TUTORES SI ES MENOR DE 18 AÑOS) QUE: Se ha llegado a un acuerdo de acción colectiva y representativa entre el Demandante Travis Sanford ("Demandante") y el Demandado Santa Cruz Seaside Company ("Demandado") (el Demandante y el Demandado se denominan colectivamente las "Partes") en el caso titulado *Travis Sanford v. Santa Cruz Seaside Company*, Tribunal Superior del Condado de Santa Cruz, Caso No. 23CV01762 ("Acción"), que puede afectar sus derechos legales. El 17 de septiembre de 2024, el Tribunal otorgó la aprobación preliminar del acuerdo y programó una audiencia para el 30 de enero de 2025, a las 8:30 a.m., ("Audiencia de Aprobación Final") para determinar si el Tribunal debe o no otorgar la aprobación final del acuerdo.

I. DEFINICIONES IMPORTANTES

"Clase" o "Miembro(s) de la Clase" se refiere a todos los empleados actuales y anteriores pagados por hora y/o no exentos (incluidos adultos y menores de 18 años) que trabajaron para el Demandado en el Estado de California en cualquier momento durante el Período de la Clase.

"Período de la clase" significa el período comprendido entre el 25 de julio de 2019 y el 11 de agosto de 2024.

"Acuerdo Colectivo" significa el acuerdo y la resolución de todas las Reclamaciones Colectivas Exoneradas.

"Empleados de PAGA" se refiere a todos los empleados actuales y anteriores pagados por hora y/o no exentos (incluidos adultos y menores de 18 años) que trabajaron para el Demandado en el Estado de California en cualquier momento durante el Período de PAGA.

"Período PAGA" significa el período comprendido entre el 15 de julio de 2023 y el 11 de agosto de 2024.

"Acuerdo de PAGA" significa la liquidación y resolución de todas las Reclamaciones de PAGA Liberadas.

II. ANTECEDENTES DE LA ACCIÓN

El 25 de julio de 2023, el demandante inició una supuesta demanda colectiva contra el demandado mediante la presentación de una demanda colectiva por daños y perjuicios. El 15 de julio de 2024, el Demandante notificó por escrito a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California ("LWDA") y al Demandado las disposiciones específicas del Código Laboral de California que el Demandante sostiene que se violaron ("Carta PAGA"). El 5 de agosto de 2024, el Demandante presentó una Primera Demanda Colectiva Enmendada por Daños y Perjuicios y Acción de Cumplimiento en virtud de la Ley de fiscales generales Privados, Código Laboral de California §§ 2698 Et Seq. ("Demanda Operativa"), agregando una causa de acción en virtud de la Ley de fiscales generales Privados de 2004 de conformidad con la Sección 2698 y siguientes del Código Laboral de California. ("PAGA").

El demandante sostiene que el demandado no pagó adecuadamente los salarios mínimos y las horas extras, no proporcionó descansos para comer y descansar que cumplieran con las normas y las primas asociadas, no pagó oportunamente los salarios al finalizar el empleo y las multas asociadas por tiempo de espera, no proporcionó declaraciones de salarios precisas y no reembolsó los gastos comerciales y, por lo tanto, participó en prácticas comerciales injustas en violación de la sección 17200 del Código de Negocios y Profesiones de California. y siguientes, y conductas que dan lugar a sanciones en virtud de la PAGA. El demandante busca, entre otras cosas, la recuperación de los salarios no pagados y las primas del período de comida y descanso, los gastos comerciales no reembolsados, la restitución, las multas, los intereses y los honorarios y costos de los abogados.

El demandado niega rotundamente todas las reclamaciones del demandante, afirma que el demandante no tiene derecho a recuperar ningún daño o multa, y sostiene que el demandado ha cumplido con todas las leyes laborales.

Las Partes participaron en la mediación con un mediador de demandas colectivas respetado y, como resultado, las Partes llegaron a un acuerdo. Desde entonces, las Partes han celebrado una Estipulación Conjunta de Acción Colectiva y Acuerdo de PAGA ("Acuerdo" o "Acuerdo de Conciliación").

El 17 de septiembre de 2024, el Tribunal emitió una orden de aprobación preliminar del Acuerdo. El Tribunal ha designado a ILYM Group, Inc. como administrador del Acuerdo ("Administrador del Acuerdo"), al Demandante Travis Sanford como representante del Grupo ("Representante del Grupo") y a los siguientes abogados del Demandante como abogados del Grupo ("Abogados del Grupo"):

Jonathan M. Genish
Karen I. Oro
Ashley H. Cruz
Marissa A. Mayhood
Ley de Blackstone, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Si usted es un Miembro de la Clase, no es necesario realizar ninguna acción para recibir un Pago de Acuerdo Individual. Sin embargo, los Miembros del Grupo (y/o el padre o tutor de un Miembro del Grupo que sea menor de 18 años) tienen la oportunidad de solicitar la exclusión del Acuerdo Colectivo (en cuyo caso no recibirá un Pago del Acuerdo Individual), objetar el Acuerdo Colectivo y/o disputar las Semanas Laborales y/o las Semanas Laborales de PAGA que se le acreditan. Si así lo desea, como se explica con más detalle en las secciones III y IV a continuación. Si usted es un Empleado de PAGA, no necesita realizar ninguna acción para recibir un Pago Individual de PAGA; usted no tendrá la oportunidad de objetar o buscar la exclusión del Acuerdo de PAGA y todos los Empleados de PAGA estarán obligados al Acuerdo de PAGA si el Tribunal otorga la aprobación final del Acuerdo.

El Acuerdo representa un compromiso y una solución de reclamaciones muy controvertidas. Nada en el Acuerdo tiene la intención de ser interpretado como una admisión por parte del Demandado de que las reclamaciones en la Acción tienen mérito o que el Demandado tiene alguna responsabilidad ante el Demandante, los Miembros del Grupo o los Empleados de PAGA. El Demandante y el Demandado, y sus respectivos abogados, han concluido y acuerdan que, a la luz de los riesgos e incertidumbres para cada parte de un litigio continuo, el Acuerdo es justo, razonable y adecuado, y es en el mejor interés de los Miembros del Grupo, el Estado de California y los Empleados de PAGA.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula de liquidación

El monto total de la liquidación bruta es de cinco millones novecientos mil dólares y cero centavos (\$5,900,000.00) (el "Monto bruto de la liquidación"). La parte del Monto Bruto del Acuerdo que está disponible para el pago a los Miembros del Grupo se denomina "Monto Neto del Acuerdo". El Monto Neto del Acuerdo será el Monto Bruto del Acuerdo menos los siguientes pagos que están sujetos a la aprobación del Tribunal: (1) honorarios de abogados, por un monto que no exceda un tercio (1/3) del Monto Bruto del Acuerdo (es decir, \$1,966,666.67 si el Monto Bruto del Acuerdo es de \$5,900,000.00), y reembolso de los costos y gastos del litigio, por un monto que no exceda los Veintitrés Mil Dólares y Cero Centavos (\$23,000.00) a los Abogados del Grupo; (2) Pago de Mejora por un monto que no exceda los Siete Mil Quinientos Dólares y Cero Centavos (\$7,500.00) al Demandante por sus servicios en la Acción; (3) la cantidad de Trescientos Mil Dólares y Cero Centavos (\$300,000.00) asignada a sanciones civiles bajo la Ley de Procuradores Generales Privados ("Monto de PAGA"), de los cuales la LWDA recibirá el 75% (\$225,000.00) ("Pago de LWDA") y el 25% restante (\$75,000.00) se distribuirá a los Empleados de PAGA ("Monto del Empleado de PAGA"); y (4) Costos de Administración del Acuerdo por un monto que no exceda los Treinta y Cinco Mil Dólares y Cero Centavos (\$35,000.00) para el Administrador del Acuerdo.

Los Miembros del Grupo son elegibles para recibir el pago en virtud del Acuerdo Colectivo de su *parte prorrateada* del Monto Neto del Acuerdo ("Participación del Acuerdo Individual") en función del número de semanas que cada Miembro del Grupo trabajó para el Demandado como empleado pagado por hora y/o no exento en California durante el Período del Grupo ("Semanas Laborales"). El Administrador de la Conciliación ha dividido el Monto Neto de la Liquidación por las Semanas Laborales de todos los Miembros del Grupo para obtener el "Valor Estimado de la Semana Laboral", y ha multiplicado las semanas laborales individuales de cada Miembro del Grupo por el Valor Estimado de la Semana Laboral para obtener una Cuota de la Liquidación Individual estimada que cada Miembro del Grupo puede tener derecho a recibir en virtud del Acuerdo Colectivo (que se enumera en la Sección III.C a continuación). Los Miembros del Grupo recibirán su Pago final del Acuerdo

Individual a menos que el Miembro del Grupo (y/o el padre o tutor de un Miembro del Grupo que sea menor de 18 años) presente una Solicitud de Exclusión oportuna y válida. Los Miembros del Grupo que no presenten una Solicitud de Exclusión oportuna y válida se denominan "Miembros del Grupo del Acuerdo".

Cada Cuota de Liquidación Individual se asignará como un veinte por ciento (20%) como salarios, que se informarán en un Formulario W-2 del IRS, y un ochenta por ciento (80%) como multas, intereses y daños no salariales, que se informarán en un Formulario 1099 del IRS (si corresponde). Cada Cuota de Liquidación Individual estará sujeta a una reducción de la participación del empleado en los impuestos sobre la nómina y las retenciones con respecto a la parte de salarios de las Acciones de Liquidación Individual, lo que resultará en un pago neto al Miembro del Grupo de la Conciliación ("Pago de Liquidación Individual"). La parte del empleador de los impuestos y contribuciones en relación con la parte de los salarios de las Acciones de la Liquidación Individual ("Impuestos del Empleador") será pagada por el Demandado por separado y además del Monto Bruto de la Liquidación.

Los Empleados de PAGA son elegibles para recibir el pago en virtud del Acuerdo de PAGA de su *parte prorrateada* del Monto del Empleado de PAGA ("Pago Individual de PAGA") en función de la cantidad de semanas que cada Empleado de PAGA trabajó para el Demandado como empleado pagado por hora y/o no exento en California durante el Período de PAGA ("Semanas Laborales de PAGA"). El Administrador del Acuerdo había dividido el Monto del Empleado de PAGA, es decir, el 25% del Monto de PAGA, por las Semanas Laborales de PAGA de todos los Empleados de PAGA para obtener el "Valor de la Semana Laboral de PAGA", y multiplicó las Semanas Laborales de PAGA individuales de cada Empleado de PAGA por el Valor de la Semana Laboral de PAGA para obtener el Pago de PAGA Individual de cada Empleado de PAGA.

Cada Pago Individual de PAGA se asignará como multas del cien por ciento (100%), no estará sujeto a impuestos ni retenciones, y se informará en el Formulario 1099 del IRS (si corresponde).

Si el Tribunal otorga la aprobación final del Acuerdo, los Pagos Individuales del Acuerdo se enviarán por correo a los Miembros del Grupo del Acuerdo y los Pagos Individuales de PAGA se enviarán por correo a los Empleados de PAGA a la dirección que figura en los archivos del Administrador del Acuerdo. **Si la dirección a la que se envió por correo esta Notificación de la Demanda Colectiva no es correcta, o si se muda después de recibir esta Notificación de la Demanda Colectiva, debe proporcionar su dirección postal correcta al Administrador del Acuerdo lo antes posible para asegurarse de recibir cualquier pago al que pueda tener derecho en virtud del Acuerdo.**

B. Sus semanas laborales y semanas laborales de PAGA (si corresponde) según los registros del demandado

De acuerdo con los registros del demandado:

- Desde el 25 de julio de 2019 hasta el 11 de agosto de 2024 (es decir, el Período de Clase), se le acredita que ha trabajado **«Class_WW» Semanas Laborales.**
- Desde el 15 de julio de 2023 hasta el 11 de agosto de 2024 (es decir, el Período de PAGA), se le acredita que ha trabajado **«PAGA_PP» Semanas Laborales de PAGA.**

Si desea disputar las Semanas Laborables y/o las Semanas Laborales de PAGA que se le acreditan, usted (y/o su padre, madre o tutor si es menor de 18 años) debe presentar su disputa por escrito al Administrador del Acuerdo ("Disputa de Semanas Laborales"). La Disputa de Semanas Laborales debe: (a) contener el nombre del caso y el número de la Acción (*Sanford v. Santa Cruz Seaside Company*, Caso No. 23CV01762); (b) contener el nombre completo, la firma, la dirección, el número de teléfono del Miembro del Grupo y los últimos cuatro (4) dígitos de su número de Seguro Social del Miembro del Grupo; (c) declarar claramente que el Miembro del Grupo impugna el número de Semanas Laborales y/o Semanas Laborales PAGA acreditadas al Miembro del Grupo y lo que el Miembro del Grupo sostiene que es el número correcto; y (d) ser devuelto por correo al Administrador del Acuerdo a la dirección especificada que se indica en la Sección IV.B a continuación, con matasellos **del 6 de diciembre de 2024 o antes.**

C. Su Cuota de Liquidación Individual Estimada y Pago Individual de PAGA (si corresponde)

Como se explicó anteriormente, su Cuota de Liquidación Individual estimada y su Pago Individual de PAGA (si corresponde) se basan en la cantidad de Semanas Laborables y Semanas Laborales de PAGA (si corresponde) que se le acreditan.

Según los términos del Acuerdo, se estima que su Cuota de Acuerdo Individual es de \$«Class_ESA». La Cuota de Liquidación Individual está sujeta a una reducción de la parte de impuestos y retenciones del empleado con respecto a la parte de salarios de la Cuota de Liquidación Individual y solo se distribuirá si el Tribunal aprueba el Acuerdo y después de que el Acuerdo entre en vigor.

Según los términos del Acuerdo, su Pago Individual de PAGA se estima en \$«PAGA_ESA» y solo se distribuirá si el Tribunal aprueba el Acuerdo y después de que el Acuerdo entre en vigencia.

El proceso de aprobación del acuerdo puede tardar varios meses. Su Cuota de Liquidación Individual y su Pago Individual de PAGA (si corresponde) reflejados en este Aviso de Demanda Colectiva son solo una estimación. Su Pago de Liquidación Individual real y su Pago Individual de PAGA (si corresponde) pueden ser más altos o más bajos.

D. Liberación de reclamaciones

Una vez finalizada la financiación total del Monto Bruto del Acuerdo, se considerará que el Demandante y todos los Miembros del Grupo del Acuerdo han liberado, liquidado, comprometido, renunciado y descargado total y definitivamente a las Partes Exoneradas de todas las Reclamaciones Colectivas Exoneradas.

Una vez que se haya financiado en su totalidad el Monto Bruto del Acuerdo, el Demandante, el Estado de California con respecto a todos los Empleados de PAGA y todos los Empleados de PAGA han liberado, liquidado, comprometido, renunciado y descargado total, definitivamente y para siempre a las Partes Exoneradas de todas las Reclamaciones de PAGA Liberadas.

"Reclamaciones colectivas liberadas" significa todas y cada una de las reclamaciones, deudas, responsabilidades, demandas, obligaciones, garantías, costos, gastos, honorarios de abogados, daños o causas de acción que se alegaron o que podrían haberse alegado en base a las alegaciones fácticas en la Demanda operativa, que surjan durante el Período de la clase, en virtud de cualquier ley federal, estatal o local, e incluirán específicamente reclamaciones por la supuesta falta de pago de horas extras y salarios mínimos del Demandado, proporcionar períodos de comida y descanso que cumplan con los requisitos y los pagos de primas asociados, proporcionar declaraciones de salarios precisas, pagar oportunamente los salarios al momento de la terminación y reembolsar los gastos necesarios relacionados con el negocio en violación de las secciones 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1197, 1197.1, 1198, 2800 y 2802, y la Orden de Salarios de la Comisión de Bienestar Industrial aplicable y las secciones 17200 del Código de Negocios y Profesiones de California, y ss.

"Reclamaciones de PAGA Liberadas" significa todas y cada una de las reclamaciones que surjan de cualquiera de las alegaciones fácticas en la Carta de PAGA, que surjan durante el Período de PAGA, por sanciones civiles en virtud de la Ley de Fiscales Generales Privados de 2004, Secciones 2698 y siguientes del Código Laboral de California, incluidas todas las reclamaciones por honorarios de abogados y costos relacionados con los mismos, por la supuesta falta de pago de horas extras y salarios mínimos del Demandado, proporcionar períodos de comida y descanso que cumplan con los requisitos y los pagos de primas asociados, pagar oportunamente los salarios durante el empleo y al terminar, proporcionar declaraciones de salarios de quejas, mantener registros de nómina completos y precisos y reembolsar los gastos necesarios relacionados con el negocio en violación de las Secciones 201, 202, 203, 204, 226 (a), 226.7, 510, 512 (a), 1174 (d), 1194, 1197, 1197.1, 1198, 2800 y 2802, y la Orden Salarial de la Comisión de Bienestar Industrial aplicable.

"Partes Exoneradas" significa el Demandado y sus funcionarios, directores, miembros, aseguradores, accionistas, subsidiarias, afiliadas, predecesores, sucesores y cesionarios actuales y anteriores.

E. Honorarios de los abogados y costos para los abogados del grupo

Los Abogados del Grupo solicitarán los honorarios de los abogados por un monto que no exceda un tercio (1/3) del Monto Bruto del Acuerdo (es decir, \$1,966,666.67 si el Monto Bruto del Acuerdo es de \$5,900,000.00) y el reembolso de los costos y gastos del litigio por un monto que no exceda los Veintitrés Mil dólares y Cero centavos (\$23,000.00) (colectivamente, "Honorarios y Costos de los Abogados"), sujeto a la aprobación del Tribunal. Los Honorarios y Costos de los Abogados otorgados por el Tribunal se pagarán con el Monto Bruto del Acuerdo. Los Abogados del Grupo han estado procesando la Acción en nombre del Demandante, los Miembros del Grupo y los Empleados de PAGA sobre la base de honorarios de contingencia (es decir, sin que se les haya pagado ningún dinero hasta la fecha) y han estado pagando todos los costos y gastos del litigio.

F. Pago de mejora al demandante

El Demandante solicitará la cantidad de Siete Mil Quinientos dólares con Cero centavos (\$7,500.00) ("Pago de Mejora"), en reconocimiento a sus servicios en relación con la Acción. El Pago de Mejora se pagará con el Monto Bruto del Acuerdo, sujeto a la aprobación del Tribunal, y si se otorga, se pagará al Demandante además de su Pago de Acuerdo Individual y el Pago PAGA Individual al que tiene derecho en virtud del Acuerdo.

G. Costos de administración de la liquidación para el administrador de la liquidación

Se estima que el pago al Administrador del Acuerdo no excederá los Treinta y Cinco Mil Dólares y Cero Centavos (\$35,000.00) ("Costos de Administración del Acuerdo") por los costos del proceso de notificación y administración del acuerdo, incluidos, entre otros, los gastos de notificar a los Miembros del Grupo del Acuerdo, procesar las Solicitudes de Exclusión, los Avisos de Objeción y las Disputas de Semanas Laborales, calcular las Acciones Individuales del Acuerdo, Los Pagos Individuales del Acuerdo y los Pagos Individuales de PAGA, y la distribución de pagos y formularios de impuestos en virtud del Acuerdo, y se pagarán con el Monto Bruto del Acuerdo, sujeto a la aprobación del Tribunal.

IV. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO MIEMBRO DEL GRUPO?

A. Participar en el Acuerdo

Si desea participar en el Acuerdo Colectivo y recibir dinero del Acuerdo Colectivo, no tiene que hacer nada. Se le incluirá automáticamente en el Acuerdo Colectivo y se le emitirá su Pago del Acuerdo Individual a menos que usted (y/o su padre o tutor si es menor de 18 años) decida excluirse del Acuerdo Colectivo.

A menos que usted (y/o su padre, madre o tutor si es menor de 18 años) decida excluirse del Acuerdo Colectivo y si el Tribunal otorga la aprobación final del Acuerdo, estará obligado por los términos del Acuerdo Colectivo y cualquier sentencia que pueda dictar el Tribunal sobre la base del mismo, y usted liberará las Reclamaciones Colectivas Exoneradas contra las Partes Exoneradas como se describe en la Sección III.D anterior.

Si usted es un Empleado de PAGA y el Tribunal otorga la aprobación final del Acuerdo, se le incluirá automáticamente en el Acuerdo de PAGA y se le emitirá su Pago Individual de PAGA. Esto significa que usted estará obligado por los términos del Acuerdo de PAGA y cualquier sentencia que pueda ser dictada por el Tribunal basada en el mismo, y liberará las Reclamaciones de PAGA Exoneradas contra las Partes Exoneradas como se describe en la Sección III.D anterior.

Como Miembro de la Clase y Empleado de PAGA (si corresponde), usted no será responsable por separado del pago de los honorarios de los abogados ni de los costos y gastos del litigio, a menos que contrate a su propio abogado, en cuyo caso será responsable de los honorarios y gastos de su propio abogado.

B. Solicitud de Exclusión del Acuerdo Colectivo

Los Miembros del Grupo (y/o el padre o tutor de cualquier Miembro del Grupo menor de 18 años) pueden solicitar ser excluidos del Acuerdo Colectivo enviando una carta ("Solicitud de Exclusión") al Administrador del Acuerdo, a la siguiente dirección: ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781, Teléfono: (888) 250-6810, Fax: (888) 845-6185.

Una Solicitud de Exclusión debe: (a) contener el nombre del caso y el número de la Acción (*Sanford v. Santa Cruz Seaside Company*, Caso No. 23CV01762); (b) contener el nombre completo, la firma, la dirección, el número de teléfono y los últimos cuatro (4) dígitos del número de Seguro Social del Miembro del Grupo; (c) establece claramente que el Miembro del Grupo no desea ser incluido en el Acuerdo del Grupo; y (d) ser devuelto por correo al Administrador del Acuerdo a la dirección especificada anteriormente, con matasellos del **6 de diciembre de 2024 o antes**.

Si el Tribunal otorga la aprobación final del Acuerdo, cualquier Miembro del Grupo en cuyo nombre se haya presentado una Solicitud de Exclusión oportuna y válida no recibirá un Pago del Acuerdo Individual, no estará obligado por el Acuerdo Colectivo (y la liberación de las Reclamaciones Colectivas Exoneradas descritas en la Sección III.D anterior) y no tendrá ningún derecho a objetar a, apelación o comentarios sobre el Acuerdo Colectivo. Los Miembros del Grupo en cuyo nombre no se presente una Solicitud de Exclusión oportuna y válida se considerarán Miembros del Grupo del Acuerdo y estarán obligados por todos los términos del Acuerdo del Grupo, incluidos los relacionados con la liberación de reclamaciones descritos en la Sección III.D anterior, así como por cualquier sentencia que pueda dictar el Tribunal sobre la base del mismo. Los Empleados de PAGA estarán obligados a cumplir con el Acuerdo de PAGA (y la liberación de las Reclamaciones de PAGA Liberadas descritas en la Sección III.D anterior) y aún se les emitirá un Pago Individual de PAGA, independientemente de si presentan una Solicitud de Exclusión.

C. Objeción al Acuerdo Colectivo

Un Miembro del Grupo (y/o el padre o tutor de un Miembro del Grupo menor de 18 años) puede objetar el Acuerdo del Grupo siempre que el Miembro del Grupo no haya presentado una Solicitud de Exclusión mediante la presentación de una objeción por escrito ("Aviso de Objeción") al Administrador del Acuerdo.

El Aviso de Objeción debe: (a) contener el nombre del caso y el número de la Acción (*Sanford v. Santa Cruz Seaside Company*, Caso No. 23CV01762); (b) contener el nombre completo, la firma, la dirección, el número de teléfono del Miembro del Grupo de la Conciliación y los últimos cuatro (4) dígitos de su número de Seguro Social del Miembro del Grupo de la Conciliación; (c) contener una declaración escrita de todos los motivos de la objeción, acompañada de cualquier soporte legal para dicha objeción; (d) contener copias de cualquier papel, escrito u otros documentos en los que se base la objeción; y (e) ser devuelto por correo al Administrador del Acuerdo a la dirección especificada que figura en la Sección IV.B anterior, con matasellos del **6 de diciembre de 2024 o antes**.

También puede comparecer en la Audiencia de Aprobación Final y presentar su objeción oralmente, independientemente de si ha presentado una Notificación de Objeción.

V. AUDIENCIA DE APROBACIÓN FINAL

El Tribunal llevará a cabo una Audiencia de Aprobación Final en el Departamento 5 del Tribunal Superior del Condado de Santa Cruz, ubicado en 701 Ocean Street, Santa Cruz, California, 95060, el 30 de enero de 2025 a las 8:30 a.m., para determinar si el Acuerdo debe aprobarse finalmente como justo, razonable y adecuado. También se le pedirá al Tribunal que apruebe y otorgue los Honorarios y Costos de los Abogados a los Abogados del Grupo, el Pago de Mejora al Demandante y los Costos de Administración del Acuerdo al Administrador del Acuerdo.

La Audiencia de Aprobación Final puede continuar sin previo aviso a los Miembros del Grupo y a los Empleados de PAGA. No es necesario que comparezca en la Audiencia de Aprobación Final, aunque puede comparecer si lo desea.

Puede presentarse de forma remota en <https://santacruzcourt-org.zoomgov.com/j/1615592790> o marcar: 1 (669) 216-1590 y proporcionar el ID de la reunión: 161 559 2790.

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del Acuerdo de Conciliación, debe revisar el Acuerdo de Conciliación detallado y otros documentos, que están archivados en el Tribunal.

Puede ver el Acuerdo de Conciliación y otros documentos presentados en la Acción de forma gratuita visitando la oficina del secretario civil ubicada en el Palacio de Justicia de Santa Cruz, 701 Ocean Street, Santa Cruz, California, 95060, durante el horario comercial, o en línea visitando el siguiente sitio web: <https://portal.santacruzcourt.org/portal>, haciendo clic en "Búsqueda inteligente" y escribiendo el número de caso judicial "23CV01762".

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O A LA OFICINA DEL SECRETARIO PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

SI TIENE ALGUNA PREGUNTA, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: (888) 250-6810, O TAMBIÉN PUEDE COMUNICARSE CON LOS ABOGADOS DEL GRUPO.

EXHIBIT “B”

Case Name: Sanford v. Santa Cruz Seaside Co.

Friday, October 11, 2024

Requesting Attorneys Name:	Marissa Mayhood
E-Mail:	mmayhood@blackstonepc.com
ILYM Contact:	Lisa Mullins
E-Mail:	Lisa@ilymgroup.com
Contact Number:	714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	6,029
Estimated Percentage of Remains	15%
Certified Spanish Translation	Yes
Post Key Documents to ILYM's Website	Yes
Case Duration (Years)	1

Summary Estimate: ILYM Group Fees & Expenses

Case Startup:	\$1,300.00
Project Management:	\$5,060.00
Notification & Mailing:	\$13,837.32
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$14,676.20
Case Conclusion:	\$1,360.00

All-In/Capped ILYM Fees & Expenses: \$35,000.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Sanford v. Santa Cruz Seaside Co.

Friday, October 11, 2024

Requesting Attorneys Name: Marissa Mayhood

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	4	\$600.00
Programming of Class Database	Hourly	\$175.00	4	\$700.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$1,300.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	6	\$720.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	4	\$280.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	4	\$280.00
Report Processing	Hourly	\$70.00	4	\$280.00
NCOA	Flat Rate	\$1,000.00	1	\$1,000.00
Toll-Free Customer Service Representative	Flat Fee	\$1,250.00	1	\$1,250.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$5,060.00

NOTIFICATION/MAILING				
Fulfillment of Notice, English and Spanish	Per Piece	\$1.00	6,029	\$6,029.00
USPS First Class International Postage	Per Piece	\$3.30	598	\$1,973.40
USPS First Class Postage	Per Piece	\$0.70	5,431	\$3,801.70
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	904	\$1,808.70
Storage, Photocopies, Deliveries	Flat Fee	\$224.52	1	\$224.52

Subtotal \$13,837.32

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Sanford v. Santa Cruz Seaside Co.

Monday, July 8, 2024

Requesting Attorneys Name: Marissa Mayhood

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct */QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	5	\$750.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	5	\$625.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$0.70	6,029	\$4,220.30
USPS First Class International Postage	Per Check	\$3.30	598	\$1,973.40
USPS First Class Postage	Per Piece	\$0.70	5,431	\$3,801.70
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$2.00	603	\$1,205.80
Preparation of Taxes	Hourly	\$120.00	5	\$600.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$14,676.20

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	3	\$360.00
Process Unclaimed Funds to the State	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$1,360.00

ILYM Fees & Expenses: \$36,233.52

All-In/Capped ILYM Fees & Expenses: \$35,000.00