

Karen Gold (State Bar No. 258360)
kgold@blackstonepc.com
Sara Pezeshkpour (State Bar No. 260240)
spezeshkpour@blackstonepc.com
Marissa Mayhood (State Bar No. 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

Honorable Syda K. Cogliati
Department 5

**REVISED [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 The Court issued the following tentative ruling: The motion is granted; the court approves all
7 aspects of the settlement except for the attorneys’ fee recovery. In utilizing a percent calculation and
8 lodestar cross check pursuant to *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 506, the
9 court finds the requested fee produces an imputed multiplier outside the normal range of 1.0 to 4.0.
10 (*Id.* at 503-504; *Vizcaino v. Microsoft Corp.* (2002) 290 F.3d 1043, 1051, n. 6.) Plaintiff requests a fee
11 of \$1,966,666.67 (33% of the gross recovery). By way of cross-check, the total lodestar figure for
12 attorneys’ fees is \$435,203.50 (501.1 hours with rates ranging from \$750.00 to \$1,150.00 per hour).
13 (Gold Decl. ¶¶ 12-14; Genish Decl. ¶¶ 33-34.) The total fee request is the lodestar with a multiplier of
14 approximately 4.5. The court approves a fee of \$1,770,000.00, which is 30% of the gross recovery and
15 constrains the multiplier to approximately 4.0.

16 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
17 (“Settlement” or “Settlement Agreement”), Plaintiff’s Motion for Final Approval, the supporting
18 papers filed by the Parties, the Declarations of Class Counsel (Jonathan M. Genish and Karen I. Gold),
19 the Class Representative (Plaintiff Travis Sanford), and the Settlement Administrator (Nicole Bench
20 on behalf of ILYM Group, Inc.), and the evidence and argument received by the Court in conjunction
21 with the Motion for Preliminary Approval of Class Action and PAGA Settlement and exhibits thereto,
22 the Court grants final approval of the Settlement and **HEREBY ORDERS AND ENTERS**
23 **JUDGMENT AS FOLLOWS:**

24 1. This Court has jurisdiction over the subject matter of the above-captioned action and
25 over Plaintiff and Defendant Santa Cruz Seaside Company (“Defendant”) (together, with Plaintiff, the
26 “Parties”), including all members of the class.

27 2. The Court finds that the following “Class” is properly certified as a class for settlement
28 purposes only: “all current and former hourly-paid and/or non-exempt employees (including adults

1 and minors under the age of 18) who worked for Defendant in the State of California at any time
2 during the Class Period.”

3 3. The “Class Period” is defined as the period from July 25, 2019, through August 11,
4 2024.

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

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

9 6. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
10 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
11 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
12 any other applicable law, and constitutes the best notice practicable under the circumstances, by
13 providing individual notice to all Class Members who could be identified through reasonable effort,
14 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
15 other Class Members. The Class Notice fully satisfied the requirements of due process.

16 7. The Court finds the Settlement was entered into in good faith, that the Settlement is
17 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
18 requirements for final approval of this class action settlement under California law, including the
19 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
20 3.769.

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

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

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

7 11. The Court approves a payment from the Gross Settlement Amount for attorneys' fees
8 to Class Counsel in the sum of \$1,770,000. The reasonableness of the fee award is determined based
9 on a reasonable percentage of the common fund obtained for the Class and reflects the actual benefit
10 obtained for the Class.

11 12. The Court approves a payment from the Gross Settlement Amount for reimbursement
12 of actual litigation costs and expenses to Class Counsel in the sum of \$21,653.96. The reimbursement
13 of litigation costs and expenses to Class Counsel is a reasonable amount.

14 13. The Court approves and orders payment from the Gross Settlement Amount in the
15 amount of \$35,000.00 to ILYM Group, Inc. for performance of settlement administration services.

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

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

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

28 17. Each Individual Settlement Payment and Individual PAGA Payment check will be

1 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
2 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
3 distributed by the Settlement Administrator to the State of California's Unclaimed Property Division
4 in the name of the Settlement Class Member and/or PAGA Employee.

5 18. Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement
6 Class Members will be deemed to have fully, finally, and forever released, settled, compromised,
7 relinquished, and discharged the Released Parties of all Released Class Claims. Released Class
8 Claims" means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
9 attorneys' fees, damages, or causes of action which were alleged or which could have been alleged
10 based on the factual allegations in the Operative Complaint, arising during the Class Period, under any
11 federal, state, or local law, and shall specifically include claims for Defendant's alleged failure to pay
12 overtime and minimum wages, provide compliant meal and rest periods and associated premium
13 payments, provide accurate wage statements, timely pay wages upon termination, and reimburse
14 necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203,
15 226(a), 226.7, 510, 512, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial
16 Welfare Commission Wage Order and California Business and Professions Code sections 17200, et
17 seq.

18 19. Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California
19 with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally,
20 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
21 Released PAGA Claims. "Released PAGA Claims" means any and all claims arising from any of the
22 factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the
23 Private Attorneys General Act of 2004, California Labor Code Sections 2698 et seq., including all
24 claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime
25 and minimum wages, provide compliant meal and rest periods and associated premium payments,
26 timely pay wages during employment and upon termination, provide complaint wage statements,
27 maintain complete and accurate payroll records, and reimburse necessary business-related expenses
28 in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d),

1 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage
2 Order.

3 20. Upon the full funding of the Gross Settlement Amount, Plaintiff, individually and on
4 his own behalf, will be deemed to have fully, finally, and forever released, settled, compromised,
5 relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands,
6 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or
7 nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which
8 Plaintiff, at any time of execution of this Settlement Agreement, had or claimed to have or may have,
9 including but not limited to any and all claims arising out of, relating to, or resulting from his
10 employment and/or separation of employment with the Released Parties, including any claims arising
11 under any federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order relating
12 to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights Act
13 of 1964, as amended, 42 U.S.C. § 1981; the Americans with Disabilities Act; the Family and Medical
14 Leave Act; the Employee Retirement Income Security Act; the California Family Rights Act; the
15 California Fair Employment and Housing Act; all claims for wages or penalties under the Fair Labor
16 Standards Act; all claims for wages or penalties under the California Labor Code; Business and
17 Professions Code sections 17200 et seq.; all laws relating to violation of public policy, retaliation, or
18 interference with legal rights; any and all other employment or discrimination laws; whistleblower
19 claims; any tort, fraud, or constitutional claims; and any breach of contract claims or claims of
20 promissory estoppel. It is agreed that this is a general release and is to be broadly construed as a release
21 of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include
22 a release of any claims that cannot be released hereunder by law. Plaintiff understands and expressly
23 agrees that this Settlement Agreement extends to claims that he has against Defendant, of whatever
24 nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present, or
25 future, arising from or attributable to an incident or event, occurring in whole or in part, on or before
26 the execution of this Settlement Agreement. Any and all rights granted under any state or federal law
27 or regulation limiting the effect of the Settlement Agreement, including the provisions of Section 1542
28 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.

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

22. 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.

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

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

IT IS SO ORDERED.

Dated: _____

Honorable Syda K. Cogliati

1 **PROOF OF SERVICE**

2 I, Yesenia Rosas, certify and declare as follows:

3 I am over eighteen years of age and not a party to the within action; my business address is
4 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On January 29, 2025, I served a
5 copy of the following document(s):

6 **CASE MANAGEMENT STATEMENT**

7 on the interested parties as follows:

8 Andrew J. Davis

9 Rosha Jones

10 Charles King

11 FOLGER LEVIN LLP

12 33 New Montgomery Street, 19th Floor

13 San Francisco, CA 94105

14 Telephone: 415.625.1050

15 Facsimile: 415.625.1091

16 Emails: ddavis@folgerlevin.com;

17 rjones@folgerlevin.com;

18 cking@folgerlevin.com

Attorney for Defendants

SANTA CRUZ SEASIDE COMPANY

- 19 ☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered
20 electronically to the addressee(s) listed above via email from email address
21 yrosas@blackstonepc.com pursuant to California Code of Civil Procedure section
22 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission
23 was unsuccessful.

24 State of California, Labor & Workforce Development Agency

25 Web URL:

26 <http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

- 27 ☒ **BY ONLINE SUBMISSION:** The foregoing documents were transmitted to the California
28 Labor and Workforce Development Agency through the online system established for the
submission of notices and documents, in conformity with California Labor Code section
2699(l). I did not receive any electronic message or other indication that the transmission was
unsuccessful.

- ☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that the
above is true and correct.

Executed on January 29, 2025 at Beverly Hills, California.

Yesenia Rosas
Yesenia Rosas