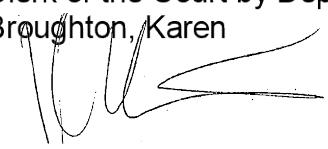


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Electronically Filed
Superior Court of California
County of Santa Cruz
September 17, 2024
Clerk of the Court by Deputy,
Broughton, Karen



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*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

*Assigned for all purposes to the Honorable
Syda K. Cogliati, Dept. 5*

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: September 12, 2024
Time: 8:30 a.m.
Dept.: 5

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

1 **~~[PROPOSED]~~ ORDER**

2 On September 12, 2024, at 8:30 a.m. in Department 5 of the above-captioned Court located at
3 701 Ocean Street, Santa Cruz, California 95060, Plaintiff Travis Sanford's ("Plaintiff") Motion for
4 Preliminary Approval of Class Action and PAGA Settlement came on for hearing before the
5 Honorable Syda K. Cogliati. Blackstone Law, APC appeared on behalf of Plaintiff and Folger Levin
6 LLP appeared on behalf of Defendant Santa Cruz Seaside Company ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion for Preliminary
9 Approval of Class Action and PAGA Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court finds that the settlement falls within a range of reasonableness and is
12 presumptively valid; appears to be a product of serious, informed and non-collusive negotiations;
13 and has no obvious deficiencies. The court grants preliminary approval of the settlement;
14 conditionally certifies the class; approves the class notice as to form and content; and adopts the
15 Proposed Order Granting Motion for Preliminary Approval of Class Action and PAGA
16 Settlement submitted by class counsel.

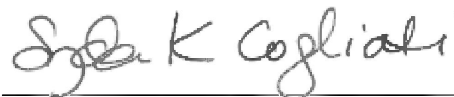
17 2. Counsel should appear to set a fairness hearing on the question of whether the proposed
18 class action settlement, class counsel's fees and expenses, the class representative's enhancement
19 award, and the administrator's fees and costs should be finally approved as fair, reasonable and
20 adequate as to the members of the settlement class. The court notes the proposed order filed does
21 not contain the referenced Exhibit 1, which is the class notice. The court reviewed the class
22 notice which is attached to the settlement agreement as Exhibit A. Counsel should confirm this is
23 Class Notice which will be Exhibit 1 to the proposed order and submit the same to the court for
24 review.

25 3. Attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members
26 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to
27 fully and accurately inform the Class Members of all material elements of the Settlement, of Class
28 Members' right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
Class Members' right to dispute the Workweeks and/or PAGA Workweeks credited to each of them

1 by submitting a Workweeks Dispute, and of each Settlement Class Member's right and opportunity to
2 object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator.
3 The Court further finds that the Class Notice will be addressed to the name of each Class Member
4 "and/or their Parent/Guardian" and that the Class Notice advises that a parent or guardian may, on
5 behalf of a Class Member under the age of 18, request exclusion from the Class Settlement, dispute
6 the Class Member's Workweeks and/or PAGA Workweeks, and/or object to Class Settlement. The
7 Court further finds that distribution of the Class Notice substantially in the manner and form set forth
8 in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
9 Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient
10 notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail
11 the Class Notice by First-Class U.S. Mail in English and Spanish to all Class Members within seven
12 (7) calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement
13 Agreement.

14
15 **IT IS SO ORDERED.**

16
17 Dated: September 17, 2024



The Honorable Syda K. Cogliati
Judge of the Superior Court

EXHIBIT 1

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 [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("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 [Date of Preliminary Approval], 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 [REDACTED] Workweeks.**
- **From July 15, 2023 through August 11, 2024 (i.e., the PAGA Period), you are credited as having worked [REDACTED] 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 [Response Deadline]**.

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 \$ [REDACTED].
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 \$ [REDACTED] 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 compliant 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:

[Settlement Administrator]
[Mailing Address]

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** [Response Deadline].

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 thier 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 [Response Deadline]**.

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 **[date]**, at **[time]**, 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: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.