

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

DAWN WILLIAMSON, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

SEAPORT GROUP ENTERPRISES, LLC, a
California limited liability company; and DOES
1 through 100, inclusive,

Defendants.

Case No. 37-2023-00011420-CU-OE-CTL

*[Assigned for All Purposes to Hon. Michael D.
Washington, Dept. C-73]*

**[PROPOSED] ORDER OF FINAL APPROVAL
OF CLASS AND PAGA ACTION
SETTLEMENT AND FINAL JUDGMENT**

Date: April 24, 2026

Time: 9:00 a.m.

Dept.: C-73

1 This matter came on regularly for hearing before this Court on April 24, 2026, pursuant to
2 California Rule of Court 3.769 and this Court's August 1, 2025 Order Granting Preliminary Approval
3 of Class and PAGA Action Settlement ("Preliminary Approval Order"). Having considered the parties'
4 Stipulation of Settlement ("Settlement")¹ and the documents and evidence presented in support thereof,
5 and recognizing the sharply disputed factual and legal issues involved in this case, the risks of further
6 prosecution and the substantial benefits to be received by the Class pursuant to the Settlement, the Court
7 hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the
8 product of good faith, arm's-length negotiations between the parties. Good cause appearing therefor,
9 the Court hereby GRANTS Plaintiff's Motion for Final Approval of Class Action Settlement and
10 ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class
13 consisting of:

14 All current and former non-exempt, hourly employees of Defendant Seaport
15 Group Enterprises, LLC who worked any time during the Class Period.

16 The Class Period is March 20, 2019 through June 2, 2022.

17 Additionally, for the purposes of this Settlement only, Aggrieved Employees includes:

18 All current and former non-exempt, hourly employees of Defendant
19 Seaport Group Enterprises, LLC who worked any time during the PAGA
20 Period.

21 The PAGA Period is March 20, 2022 through June 2, 2022.

22 2. Plaintiff Dawn Williamson is hereby confirmed as Class Representative, and Scott M.
23 Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC, and Paul Haines of Haines Law
24 Group, APC are hereby confirmed as Class Counsel.

25 3. Notice was provided to the Settlement Class as set forth in the Settlement. The form and
26 manner of notice were approved by the Court on August 1, 2025, and the notice process has been

27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned
28 to them in the Settlement.

1 completed in conformity with the Court's Order. The Court finds that said notice was the best notice
2 practicable under the circumstances. The Notice of Pendency of Class Action and Proposed Settlement
3 provided due and adequate notice of the proceedings and matters set forth therein, informed Settlement
4 Class members of their rights, and fully satisfied the requirements of California Code of Civil Procedure
5 § 1781(e), California Rule of Court 3.769, and due process.

6 4. The Court finds that zero (0) of the 177 Settlement Class members objected to the
7 Settlement, zero (0) Class Members have opted out of the Settlement, zero (0) Notices were
8 undeliverable, and that the 100% participation rate in the Settlement supports final approval.

9 5. The Court hereby approves the settlement as set forth in the Settlement Agreement as
10 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according
11 to its terms.

12 6. For purposes of settlement only, the Court finds that (a) the members of the Settlement
13 Class are ascertainable and so numerous that joinder of all members individually is impracticable; (b)
14 there are questions of law or fact common to the Settlement Class, and there is a well-defined community
15 of interest among members of the Settlement Class with respect to the subject matter of the litigation;
16 (c) the claims of the Class Representative are typical of the claims of the members of the Settlement
17 Class; (d) the Class Representative has fairly and adequately protected the interests of the Settlement
18 Class members; (e) a class action is superior to other available methods for an efficient adjudication of
19 this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and
20 the Settlement Class.

21 7. The Court finds that given the absence of objections to the Settlement, and objections
22 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

23 //

1 8. The Court orders that Defendant deposit the Gross Settlement Amount of \$100,000.00
2 and employer's share of payroll taxes on the portion allocated as wages with a mutually-selected third
3 party administrator within thirty (30) days of the Effective Date.²

4 9. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed
5 shall be delivered to the California State Controller's Office – Unclaimed Property Fund in the name of
6 the Settlement Class member.

7 10. The Court finds that the settlement payments, as provided for in the Settlement, are fair,
8 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments
9 in conformity with the terms of the Settlement.

10 11. The Court finds that a service award in the amount of \$7,500.00 for Plaintiff Dawn
11 Williamson is appropriate for her risks undertaken and service to the Settlement Class. The Court finds
12 that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this
13 payment in conformity with the terms of the Settlement.

14 12. The Court finds that attorneys' fees in the amount of \$33,333.33, and litigation costs of
15 \$7,921.67 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
16 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

17 13. The Court orders that the Settlement Administrator shall be paid \$7,500.00 from the
18 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and
19 finds that sum appropriate.

20 14. The Court finds that the payment to the California Labor & Workforce Development
21 Agency ("LWDA") in the amount of \$7,500.00 (or 75% of the \$10,000 for PAGA Penalties) for its
22 share of the settlement of Plaintiff's representative action under the California Labor Code Private
23 Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the Claims Administrator
24 _____

25 ² This Settlement shall become effective on the "Effective Date" which is defined as the latter of:
26 (a) the Court's final approval of the settlement if no objections by or on behalf of Class Members
27 have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal
28 has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed. See
Settlement, ¶ 4.C.

1 to distribute this payment to the LWDA in conformity with the terms of the Settlement. The remaining
2 25% or \$2,500.00 will be distributed to Aggrieved Employees.

3 15. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the
4 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately, and in
5 addition to, the Gross Settlement Amount.

6 16. The Court finds and determines that upon satisfaction of all obligations under the
7 Settlement and this Order, all Settlement Class members will be bound by the Settlement, will have
8 released the Released Claims as set forth in the Settlement, and will be permanently barred from
9 prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

10 17. The Settlement is not an admission by Defendant nor is this Order a finding of the validity
11 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement Agreement,
12 nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed
13 or deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

14 18. Plaintiff and every member of the Settlement Class will fully and forever completely
15 release and discharge Defendant, and all of its past and present owners, its past and present officers,
16 directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants,
17 auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates,
18 parents and attorneys (collectively, the "Released Parties") from any and all claims, demands, rights,
19 liabilities and causes of action that were, or reasonably could have been, alleged in the operative First
20 Amended Complaint or that were arising from or related to the same operative facts and/or allegations
21 as those set forth in the operative First Amended Complaint in the Action, that arose during the Class
22 Period defined above including, but not limited to, the following claims: (a) failure to provide meal
23 periods, or premium (b) failure to provide accurate, itemized wage statements; and (c) all claims for
24 unfair business practices that could have been premised on the facts, claims, causes of action or legal
25 theories described above (collectively, the "Released Claims").

26 19. B. The time period release for the release of the Released Claims against the
27 Released Parties shall be the same time period as the Class Period.
28

1 20. All PAGA Aggrieved Employees (including Plaintiff and all Aggrieved Employees who
2 submit a Request for Exclusion), will release and forever discharge all claims, demands, rights, liabilities
3 and causes of action under the California Labor Code Private Attorneys General Act of 2004 against the
4 Released Parties that were, or reasonably could have been, alleged in the operative First Amended
5 Complaint or that were, or reasonably could have been, alleged based on the March 20, 2023, letter to
6 the LWDA including, but not limited to: (a) failure to provide meal periods, or premium pay for non-
7 compliant meal periods and (b) failure to issue accurate, itemized wage, that occurred during the PAGA
8 Period (collectively, "PAGA Released Claims").

9 21. The time release for the release of the PAGA Released Claims against the Released
10 Parties shall be the same time period as the PAGA Period

11 22. For purposes of Plaintiff's release, in addition to the Released Claims and PAGA
12 Released Claims referenced above, Plaintiff expressly waives and relinquishes the provisions, rights,
13 and benefits, if any, of Section 1542 of the California Civil Code, which reads

14 **A general release does not extend to claims that the creditor or releasing party does not**
15 **know or suspect to exist in his or her favor at the time of executing the release and that, if**
16 **known by him or her, would have materially affected his or her settlement with the debtor**
17 **or released party.**

18 Notwithstanding the above, nor anything else in this Settlement, the waiver and release in this
19 Settlement by Plaintiff does not extend to (i) any rights that as a matter of law cannot be waived,
20 including without limitation, any claims for vested benefits, unemployment benefits, disability benefits,
21 social security benefits, workers' compensation benefits, or any and all claims pled in EAMS Case
22 Number ADJ16483474, including without limitation, serious willful misconduct, that arose at any time,
23 or based on occurrences outside the Class Period, (ii) claims or actions to enforce this Agreement, or to
24 (iii) claims or actions that arise after the date of this Agreement.

25 23. The releases identified herein will only be effective upon the date that Defendant fully
26 funds the Gross Settlement Amount.

1 24. This document shall constitute a final judgment pursuant to California Rule of Court
2 3.769(h) which provides, “If the court approves the settlement agreement after the final approval
3 hearing, the court must make and enter judgment. The judgment must include a provision for the
4 retention of the court’s jurisdiction over the parties to enforce the terms of the judgment. The court may
5 not enter an order dismissing the action at the same time as, or after, entry of judgment.” Pursuant to
6 section 664.6 of the California Code of Civil Procedure, the Court will retain jurisdiction to enforce the
7 Settlement, the Final Approval Order, and this Judgment.

8 25. The Settlement Class members were provided notice that the Final Judgment would be
9 posted on this website in the Notice of Pendency of Class Action and Proposed Settlement mailed to
10 Settlement Class members. A copy of the Final Judgment entered by the Court shall be posted on the
11 Settlement Administrator’s website at Williamson-v-seaport-group-enterprises.phoenixcases.com.

12 26. The Settlement Administrator shall file a declaration regarding the disbursement of
13 Settlement funds on or before **January 29, 2027**.

14 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

15
16 Dated: _____, 2026

Honorable Michael D. Washington
Judge of the Superior Court