STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Settlement Agreement" or "Settlement") is reached by and between Plaintiff Dawn Williamson ("Plaintiff"), individually and on behalf of all members of the Settlement Class (defined below), on the one hand, and Defendant Seaport Group Enterprises, LLC ("Defendant"), on the other hand. Plaintiff and Defendant are referred to herein collectively as the "Parties." Plaintiff and the Settlement Class are represented by Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC (collectively, "Class Counsel"). Defendant is represented by Robert J. Solis of Robert J. Solis, APLC and Michele M. Goldsmith of BDG Law Group.

On March 20, 2023, Plaintiff filed a Complaint against Defendant in San Diego County Superior Court, in the matter entitled *Dawn Williamson v. Seaport Group Enterprises, LLC,* Case No. 37-2023-00011420-CU-OE-CTL (the "Action"). On March 20, 2023, Plaintiff also filed and served with the Labor and Workforce Development Agency (LWDA) a notice of violations of the Labor Code Private Attorneys General Act, Cal. Labor Code § 2698 *et seq.* ("PAGA"). After expiration of the 65-day waiting period under PAGA,on May 25, 2023, Plaintiff filed the operative First Amended Class and Representative Action Complaint alleging that Defendant: (i) failed to provide all required meal periods and (ii) failed to issue accurate, itemized wage statements; As a result of the foregoing alleged violations, Plaintiff contends that Defendant is further liable to Plaintiff and the Settlement Class (defined below) because it engaged in unlawful business practices and also is liable for civil penalties pursuant to PAGA as a result of the aforementioned alleged violations of the California Labor Code. Defendant denies Plaintiff's claims.

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

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

For purposes of this Settlement Agreement, the "Class Period" shall mean the time period of March 20, 2019 through the date of preliminary approval by the Court of the Settlement.

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **PAGA Aggrieved Employees.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the following definition of PAGA Aggrieved Employees:

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

For purposes of this Settlement Agreement, the "PAGA Period" and release under the PAGA shall mean the time period between March 20, 2022 and the date of preliminary approval by the Court of the Settlement.

3. **Release by Settlement Class Members and Plaintiff**. Plaintiff and every member of the Settlement Class (except those who timely and properly submit a Request for Exclusion as set forth below) will fully and forever completely release and discharge Defendant, and all of its past and present owners, its past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the "Released Parties"), as follows:

A. <u>Settlement Class Members' Release</u>: Settlement Class Members (except those who timely and properly submit a Request for Exclusion as set forth below) and Plaintiff will release any and all claims, demands, rights, liabilities and causes of action that were, or reasonably could have been, alleged in the operative First Amended Complaint or that were arising from or related to the same operative facts and/or allegations as those set forth in the operative First Amended Complaint in the Action, that arose during the Class Period defined above including, but not limited to, the following claims: (a) failure to provide meal periods, or premium (b) failure to provide accurate, itemized wage statements; and (c) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the "Released Claims").

B. The time period release for the release of the Released Claims against the Released Parties shall be the same time period as the Class Period (as defined above in Paragraph 1).

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

D. The time release for the release of the PAGA Released Claims against the Released Parties shall be the same time period as the PAGA Period (as defined above in Paragraph 2).

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

> **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.**

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

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

4. **Gross Settlement Amount.** As consideration, Defendant agrees, to pay a "Gross Settlement Amount" of One Hundred Thousand Dollars and Zero Cents ($100,000.00) in full and complete settlement of the Action, as follows:

A. The Parties have agreed to engage Phoenix Settlement Administrators as the "Settlement Administrator" to administer this Settlement. All administrative costs payable to the Settlement Administrator shall be paid from the Gross Settlement Amount.

B. The Gross Settlement Amount (plus any employer-side taxes applicable only to that portion of the Net Settlement Amount designated by Plaintiff as "wages") shall be deposited by Defendant into a qualified settlement fund set up by the Settlement Administrator for the benefit of participating Settlement Class Members. Defendant shall fund the Gross Settlement Payment thirty (30) days after the Effective Date (as defined below).

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

D. This is a non-reversionary settlement. The Gross Settlement Amount includes:

(1) All payments (including interest) to the Settlement Class Members;

(2) As further described in Paragraph 8, below, all costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Ten Thousand Dollars and Zero Cents ($10,000.00) (the "Administration Expense Payment");

(3) As further described in Paragraph 7, below, up to Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) for Plaintiff's Class Representative Service Award (the "Service Award"), in recognition of her contributions to the Action, and her service to the Settlement Class. In the event that the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke this Settlement Agreement, and this Settlement shall remain binding;

(4) As further described in Paragraph 6 below, up to one-third of the Gross Settlement Amount currently approximately Thirty-Three Thousand Three Hundred and Thirty Three Dollars and Thirty Three Cents ($33,333.33) (including one-third of any increase to the Gross Settlement Amount pursuant to the Escalator Clause in Paragraph 4.F. below) in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Twenty Thousand Dollars and Zero Cents ($20,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and

(5) Ten Thousand Dollars and Zero Cents ($10,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00), will be payable to certain Settlement Class Members as the "PAGA Amount," as described below. The PAGA Amount are not deemed "wages" and Defendant's payment of the PAGA Amount will be accounted for as payments pursuant to IRS Form 1099-MISC, as miscellaneous income.

E. Defendant's share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

F. **Unexpected Workweeks/Escalator Clause**. Defendant represents that there are an estimated 5,578 workweeks worked by Class Members from March 20, 2019 through August 27, 2024 (date of mediation). The Parties agree that if the workweeks worked by Class Members through the date of preliminary approval is more than 10% greater than this figure (i.e., if there are 6,136 or more workweeks), then the Class and PAGA Periods shall end on the date that the number of workweeks worked by the Class Members equals that threshold, such that there is no dilution to the settlement and no need for an adjustment to the GSA to be made.

5. **Payments to the Settlement Class.** Settlement Class Members are <u>not</u> required to submit a claim form to receive a payment ("Settlement Award") from the Settlement. Settlement Awards will be determined and paid as follows:

A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiff's Class Representative Service Award, the Settlement Administrator's fees and expenses for administration, and the amount designated as PAGA civil penalties payable to the LWDA and the PAGA Amount payable to the PAGA Aggrieved Employees. The remaining amount shall be known as the "Net Settlement Amount."

B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Settlement Award based on the following formula:

i. The Net Settlement Amount shall be allocated to Settlement Class Members who worked during the Class Period, as follows: each participating Settlement Class member shall receive a proportionate settlement share based upon the number of Workweeks worked during the Class Period, the numerator of which is the Settlement Class member's total Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all Settlement Class Members who worked during the Class Period.

ii. <u>PAGA Amount</u>: Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. Each PAGA Aggrieved Employee shall receive a portion of the PAGA Amount proportionate to the number of any periods that he or she worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Aggrieved Employee's number of pay periods worked during this time period, and the denominator of which is the total number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period.

C. Within seven (7) calendar days following Defendant's deposit of the Gross Settlement Amount and required employer-side payroll taxes with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for the Parties for review and approval. Within seven (7) calendar days of approval by counsel for the Parties, the Settlement Administrator will prepare and send via First Class U.S. Mail, postage prepaid, the Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class Members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel. Before mailing any Settlement Awards, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

D. For purposes of calculating applicable taxes and withholdings, Plaintiff and Class Counsel will instruct the Administrator to allocate each Settlement Award as follows: Sixty Seven percent (67%) as penalties and interest; and Thirty-Three percent (33%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class Members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Each Settlement Class member who receives a Settlement Award assumes sole responsibility and liability for correctly characterizing the payment for tax purposes and for payment of any taxes owing on said amount. Furthermore, Plaintiff and Class Counsel represent and warrant that Defendant has not made any representations or warranties regarding the allocation or tax treatment of the Settlement Award. Neither Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

E. Each member of the Settlement Class who receives a Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Any funds payable to Settlement Class Members whose checks were not cashed within 180 days after mailing will escheat to the California State Controller's Office - Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class member.

F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

G. The payment of the Gross Settlement Amount, including any individual Settlement Awards, shall not obligate Defendant to confer any additional benefits or make any additional payments to the Settlement Class beyond those specified in this Agreement.

6. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of one-third of the Gross Settlement Amount (including one-third of any increase to the Gross Settlement Amount pursuant to the Escalator Clause in Paragraph 4.F.

above), which is currently estimated to be Thirty-Three Thousand Three Hundred and Thirty Three Dollars and Thirty Three Cents ($33,333.33) and will be deducted from the Gross Settlement Amount (the "Class Counsel Fee Payment"). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Twenty Thousand Dollars and Zero Cents ($20,000.00) which will also be deducted from the Gross Settlement Amount (the "Class Counsel Litigation Expenses Payment"). These amounts will cover any and all work performed and any and all costs incurred in connection with the Action and this litigation, including without limitation the PAGA claims and all attorneys' fees, work performed and all costs and expenses incurred to date; and all attorneys' fees, work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections and including but not limited to any administration or other services to be performed through completion of this matter in whole including, but not limited to, any disputes, issues or matters relating to the distribution of Settlement Awards to class members. Under no circumstances will Plaintiff or Plaintiff's counsel seek, request or obtain any further or supplemental awards of attorneys' fees or costs unless as expressly allowed pursuant to the escalator clause of Paragraph 4.F. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court. Defendant and Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel for any additional amounts for attorneys' fees or costs for any reason including, but not limited to, any claim, dispute, controversy or action over any portion of the award of attorneys' fees or award of actual costs and expenses. Class Counsel assumes full responsibility and liability for taxes owed on any award of attorneys' fees and/or award of actual costs and expenses paid to Class Counsel and hold the Released Parties harmless and agrees to indemnify the Released Parties from any dispute or controversy regarding any division or sharing of these payments including any disputes, claims or matters regarding the tax treatment of these payments.

7. **Class Representative Service Award.** Defendant will not object to a request for a Class Representative Service Award of up to Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) to Plaintiff for her time and risk in prosecuting this case, and her service to the Settlement Class (the "Service Award"). This Service Award will be in addition to Plaintiff's Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. In the event that the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding. Plaintiff assumes full responsibility and liability for any and all federal, state and local taxes owed on the Service Award and holds Defendant and Released Parties harmless and further agrees to indemnify Defendant and Released Parties from any dispute or controversy regarding the Service Award including any disputes, claims or controversies arising out of or relating to the payment of taxes on the Service Award.

8. **Settlement Administrator Expenses.** Defendant will not object to the appointment of Phoenix Settlement Administrators as the Settlement Administrator. Defendant will not object to Plaintiff's seeking permission to pay up to Ten Thousand Dollars and Zero Cents ($10,000.00) for its services from the Gross Settlement Amount, which shall be deducted from the Gross Settlement Amount (the "Administration Expenses Payment"). Under no circumstances will Defendant be responsible or liable to pay Phoenix Settlement Administrators more than the court approved

amount designated for the Administration Expenses Payment. The Settlement Administrator shall be responsible for sending notices and for calculating Settlement Awards and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, which shall be paid by Defendant separate and apart from the Gross Settlement Amount, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself the Administration Expenses Payment from the Gross Settlement Amount only after Settlement Awards have been mailed to all participating Settlement Class Members.

9. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;

B. Appointing Scott M. Lidman, Milan Moore and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC as Class Counsel;

C. Appointing Dawn Williamson as Class Representative for the Settlement Class;

D. Approving Phoenix Settlement Administrators as Settlement Administrator;

E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

F. Approving the form and content of the Notice Packet (which is comprised of the Notice of Pendency of Class Action and Settlement and Notice of Settlement Award, drafts of which are attached collectively hereto as **<u>Exhibit A</u>**), and directing the mailing of same; and

G. Scheduling a Final Approval hearing.

10. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

A. Within ten (10) business days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment and the number of Workweeks worked by each Settlement Class member while employed during the Class Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator. To protect employee privacy rights, the Settlement Administrator must maintain the Class Data in confidence, shall not disclose the Class Data to Plaintiff or counsel for Plaintiff, shall use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data solely to Settlement Administrator employees who need access to the Class Data to effect and perform under this Agreement.

B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class Members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class Members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

i. The Notice Packet shall state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.

ii. The Parties agree that there is no statutory or other right for any Settlement Class Member to opt out or otherwise exclude himself or herself from the PAGA portion of the Settlement. A Settlement Class member who submits a valid and timely Request for Exclusion shall still receive his or her proportionate share of the PAGA Amount and be fully and completely subject to the terms of the PAGA Release referenced in Paragraph 3, herein.

D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final

Approval. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing irrespective of whether they submitted any written objections.

E. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award, including the Settlement Class member's number of Actual Workweeks worked during the Class Period and the number of pay periods worked during the PAGA Period. Settlement Class Members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted and shall do so using only a unique employee identification number and shall not disclose the name, or address of the employee to protect employee privacy. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties, unless the Court determines otherwise.

F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

11. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

B. Approving Plaintiff's and Class Counsel's application for the Class Counsel Fee Payment, the Class Counsel Litigation Expenses Payment, the , Service Award, and the Administration Expenses Payment ; and

C. Entering judgment pursuant to California Rule of Court 3.769(h) including a provision the Court will retain jurisdiction over the parties to enforce the terms of the judgment.

12. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. In particular, but without limiting the generality of the foregoing, nothing about this Settlement Agreement shall be offered or construed as an admission of liability, wrongdoing, impropriety, responsibility, or fault whatsoever on the part of Defendant and/or the Released Parties, and it shall not be construed as or deemed to be evidence of, or an admission or concession that the any Settling Class member has suffered any damage. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, and the parties shall have no rights or obligations hereunder but the Settlement Agreement remains protected by California Evidence Code Section 1152.

13. **Non-disclosure and Non-publication**. Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class Members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel. Class Counsel may also include a general description of the Settlement on their respective websites but may not include the name(s) of any of the Parties, or the case name or case number of the Action.

14. **Legal Developments**. The Parties agree that Plaintiff will submit to the Court a motion for preliminary approval of this Settlement containing all of the terms and conditions contained herein notwithstanding any new legal developments regarding the Released Claims.

15. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

16. **Attorneys' Fees**: In the event of any dispute arising out of the interpretation, performance, or breach of any provision of this Settlement Agreement that arises after entry of judgment pursuant to Section 11(C) as provided herein, the prevailing party in such dispute(s) shall be entitled to recover its reasonable attorneys' fees and costs incurred arising from such dispute. The Parties further agree that the time within which to bring the Action to trial under CCP Section 583.310 shall be tolled from the date of the signing of this Agreement by all Parties until the entry of the final approval order and judgment or the Court's denial of a preliminary approval motion or final approval motion, whichever is later.

17. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant:	Robert J. Solis of Robert J. Solis, APLC, 501 West Broadway, Suite 1370 San Diego, California 92101; solis@solislaw.net
	Michele M. Goldsmith of BDG Law Group, 10880 Wilshire Blvd., Suite 1015, Los Angeles, California 90024, mgoldsmith@bdgfirm.com;
if to Plaintiff:	Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC, 2155 Campus Drive, Suite 150, El Segundo, California 90245; slidman@lidmanlaw.com and enguyen@lidmanlaw.com
	Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com

18. **Cooperation**. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

19. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

20. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts by facsimile, electronic signature, scan or email, and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

DATED:

DEFENDANT SEAPORT GROUP ENTERPRISES LLC

By:________________________________

Its: ________________________________

DATED: Apr 3, 2025

PLAINTIFF DAWN WILLIAMSON

By: D.W.
Dawn Williamson (Apr 3, 2025 12:16 PDT)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED:

ROBERT J. SOLIS, APLC

By:________________________________
Robert J. Solis
Attorneys for Defendant

DATED: April 3, 2025

LIDMAN LAW, APC

By: Scott M
Scott M. Lidman
Attorneys for Plaintiff

DATED: 6/23/25	DEFENDANT SEAPORT GROUP ENTERPRISES LLC
	By: [signature]
	Its: president
DATED:	PLAINTIFF DAWN WILLIAMSON
	By:______________ Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: 5/27/25	ROBERT J. SOLIS, APLC
	By: [signature] Robert J. Solis Attorneys for Defendant
DATED:	LIDMAN LAW, APC
	By:______________ Scott M. Lidman Attorneys for Plaintiff

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

DAWN WILLIAMSON, Plaintiff, vs. SEAPORT GROUP ENTERPRISES, LLC., a California limited liability company; and Does 1 through 100, Defendants.	Case No. 37-2023-00011420-CU-OE-CTL **NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt, hourly employees of Defendant Seaport Group Enterprises, LLC ("Defendant") who worked at any time in California between March 20, 2019 and [the date of preliminary approval by the Court]. Collectively, these employees will be referred to as "Settlement Class members."

PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in *Dawn Williamson v. Seaport Group Enterprises, LLC*, Case No. 37-2023-00011420-CU-OE-CTL (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant's records show that you were employed as a non-exempt, hourly employee in California between March 20, 2019 and [the date of preliminary approval by the Court] (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Dawn Williamson ("Plaintiff") brought this Lawsuit against Defendant, seeking to assert claims on behalf of a class of current and former non-exempt, hourly employees who worked for Defendant in California at any time between March 20, 2019 and [the date of preliminary approval by the Court]. Plaintiff Dawn Williamson is known as the "Class Representative," and her attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

The Lawsuit alleges that Defendant failed provide all required meal periods. The Lawsuit also alleges that Defendant failed to provide Settlement Class members with itemized wage statements in compliance with California law. As a result of the foregoing alleged violations, Plaintiff also alleges that Defendant engaged in unfair business practices and is liable for civil penalties under the Labor Code Private Attorney General Act.

Defendant denies that it has done anything wrong. Defendant further denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses. However, to avoid additional expense, inconvenience, and interference with their business operations, Defendant has concluded that it is in its best interests and the interests of Settlement Class members to settle the Lawsuit on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached after mediation between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policies strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff / Settlement Class Members: **LIDMAN LAW, APC** Scott M. Lidman slidman@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com Tiara Gose-Hardy tgose@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 www.lidmanlaw.com **HAINES LAW GROUP, APC** Paul K. Haines phaines@haineslawgroup.com 155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	Attorneys for Defendant Seaport Group Enterprises, LLC ROBERT J. SOLIS, ESQ. (Bar No. 157014) **ROBERT J. SOLIS, APLC** 501 West Broadway, Suite 1370 San Diego, California 92101 solis@solislaw.net 619.233.1900; 619.233.1969 fax MICHELE M. GOLDSMITH (Bar No. 178222) **BDG LAW GROUP, APLC** 10880 Wilshire Blvd., Suite 1015 Los Angeles, California 90024-4101 (310) 470- 6110 / Fax--(310) 474-0931 mgoldsmith@bdgfirm.com

What are the terms of the Settlement?

On [**INSERT DATE OF PRELIMINARY APPROVAL**], the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt, hourly employees who worked for Defendant in California at any time between March 20, 2019 and [the date of preliminary approval by the Court]. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below.

Defendant has agreed to pay $100,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Lawsuit, which includes payments to Settlement Class members, attorneys' fees and expenses, payment to the Labor Workforce Development Agency ("LWDA"), settlement administration costs, the Class Representative's Service Award and monies to be paid to the LWDA. Defendant's share of employer-side payroll taxes associated with any wage payments to Settlement Class members shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to $10,000.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be $33,333.33, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement in an amount not to exceed $20,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount not to exceed $7,500.00, to compensate her for her service and extra work provided on behalf of the Settlement Class members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of $10,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act ("PAGA"). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or $7,500.00 will be payable to the LWDA, and the remaining twenty-five percent (25%), or $2,500.00), will be payable to certain Settlement Class members as the "PAGA Amount," as described below.

Calculation of Individual Settlement Class Members' Settlement Award. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately <<$_________>>to be shared among an up to <<_____>> estimated Settlement Class members.

The NSA will be divided as follows: Each participating Settlement Class Member shall receive a proportionate settlement share based upon the number of Workweeks the Settlement Class Member worked during the Class Period, the numerator of which is the Settlement Class Member's total Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all Settlement Class Members (who do not opt out) who worked during the Class Period.

In addition, Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. Each Settlement Class Member who was employed by Defendant at any time from March 20, 2022 and [the date of preliminary approval by the Court] is a PAGA Employee and shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the period of March 20, 2022 and [the date of preliminary approval by the Court], and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee's number of pay periods worked during the time period from March 20, 2022 and [the date of preliminary approval by the Court], and the denominator of which is the total number of pay periods worked by all PAGA Employees during the time period of March 20, 2022 and [the date of preliminary approval by the Court].

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion in approximately <<_________>>.

If you submit a Request for Exclusion, you will still receive a proportionate share of the PAGA Payment regardless of whether you exclude yourself from the Settlement if you are a PAGA Employee and will be deemed to have released your rights under PAGA as an aggrieved employee. Thus, a Request for Exclusion will preserve only your individual rights not arising from, or related to, PAGA.

Each Settlement Class Member and PAGA Employee who receives a Settlement Award must cash the check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class Members or PAGA Employees who checks were not cashed within 180 days after mailing will be transferred to the California State Controller's Office - Unclaimed Property Fund in the name of the Settlement Class Member or PAGA Employee.

Payment by Defendant of the Gross Settlement Amount. The Gross Settlement Amount shall be paid by Defendant to the Settlement Administrator within thirty (30) days after the Effective Date.

The "Effective Date" is defined as the latter of: (a) the Court's final approval of the settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

Based on the above, the Gross Settlement Amount is expected to be paid by approximately <<______>>.

Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount and required employer-side payroll taxes with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for the Parties for review and approval. Within seven (7) calendar days of approval by counsel for the Parties, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to Participating Settlement Class members.

Allocation and Taxes. For tax purposes, each Settlement Award shall be allocated as follows: sixty-seven percent (67%) as penalties and interest; and thirty-three percent (33%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, Defendant and their counsel, and Class Counsel cannot provide tax advice and nothing contained herein should be construed as providing tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class member except those who timely and properly submit a Request for Exclusion as set forth below) will fully and forever completely release and discharge Defendant, and all of its past and present owners, officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the "Released Parties") from any and all claims, demands, rights, liabilities and causes of action that were pled, or reasonably could have been pled, in the operative First Amended Complaint or arising from the same operative facts and/or allegations as those set forth in the operative First Amended Complaint in the Action, that arose during the Class Period defined above including with respect to the following claims: (a) failure to provide meal periods, or premium pay for non-compliant meal periods; (b) failure to provide accurate, itemized wage statements; and (c) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the "Released Claims")

The time period of the Release shall be the same time as the Class Period.

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

PAGA Employees includes all current and former non-exempt, hourly employees employed by Defendant in California at any time between March 20, 2022 and [the date of preliminary approval by the Court]. The time period of the PAGA Released Claim is March 20, 2022 and [the date of preliminary approval by the Court] ("PAGA Period").

The releases are null and void if Defendant fails to fully fund the Gross Settlement Amount.

<u>Conditions of Settlement</u>. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

<u>Do Nothing</u>. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period (as explained above), and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

<u>Dispute Information in Notice of Settlement Award</u>. Your award is based on the proportionate number of Workweeks you worked during the Class Period. The information contained in Defendant's records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

<u>Exclude Yourself from the Settlement.</u> If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion from the Class Action Settlement" letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE WILLIAMSON V. SEAPORT LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS ACTION SETTLEMENT OF THIS LAWSUIT."

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who files a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

You will still receive a portion of the PAGA Amount if you submit a Request for Exclusion and be bound by the PAGA Release if the Court grants final approval of the Settlement and enters judgment.

<u>Objecting to the Settlement</u>. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection must

include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Written objections must be postmarked on or before <<RESPONSE DEADLINE>>.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department C-73of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101. You have the right to appear either virtually, in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case: *Dawn Williamson v. Seaport Group Enterprises, LLC*, Case No. 37-2023-00011420-CU-OE-CTL.

For information on how to access a hearing virtually, please visit the Court's website at www.sdcourt.ca.gov or visit https://www.sdcourt.ca.gov/virtualhearings

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department C-73 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

The Court's final judgment and any changes to the date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website at (http://.com).

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101, during regular court hours. For more information on how to view the file online, request a copy of the file to be mailed to you, or viewing the filing in person, please visit the Court's website at www.sdcourt.ca.gov, and click on "General Info", "Access Court Records", and "Obtain a Copy of File". You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **<<RESPONSE DEADLINE>>**. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.

NOTICE OF INDIVIDUAL SETTLEMENT AWARD

DAWN WILLIAMSON V. SEAPORT GROUP ENTERPRISES, LLC

SAN DIEGO COUNTY SUPERIOR COURT CASE NO. 37-2023-00011420-CU-OE-CTL

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

____
(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

____
Former Names (if any)

____
New Street Address

____
City State Zip Code

(III) Information Used to Calculate Your Individual Settlement Award:

According to the records of Seaport Group Enterprises, LLC ("Defendant"):

(a) You were employed by Defendant and worked a total of __ workweeks between March 20, 2019 and [the date of preliminary approval by the Court]; and

(b) You were employed by Defendant and worked a total of __ pay periods between March 20, 2022 and [the date of preliminary approval by the Court].

Based on the above, your Individual Settlement Award is estimated to be $________.

(IV) If you disagree with items (a) – (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

____
____
____
____
____
____

If you dispute the above information from Defendant's records, Defendant's records will control unless you are able to provide documentation that establishes that Defendant's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.