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~~RECEIVED~~
June 4, 2025

FILED
Clerk of the Superior Court

AUG 01 2025

By: R. Day, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
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
JUDGE JOEL R. WOHLFEIL

DEPT C-73

~~PROPOSED~~ PRELIMINARY
APPROVAL ORDER

1 WHEREAS, Plaintiff Dawn Williamson (“Plaintiff” or “Jimenez”) has applied to
2 this Court for an order preliminarily approving the settlement of this Action in accordance with a
3 Stipulation of Settlement (the “Settlement” or “Settlement Agreement”), which, together with the
4 exhibits thereto, sets forth the terms and conditions for a proposed settlement and full resolution of
5 the pending Action upon the terms and conditions set forth therein; and

6 WHEREAS, the Court has read and considered the Plaintiff’s Motion for
7 Preliminary Approval, the Parties’ Settlement Agreement and the exhibits and declarations thereto;

8 NOW, THEREFORE, IT IS HEREBY ORDERED:

9 1. This Order incorporates by reference the definitions in the Settlement Agreement,
10 and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement
11 Agreement.

12 2. The Court has jurisdiction over the Action and all acts within the Action, and over
13 all the Parties to the Action, including Plaintiff, Class Members, PAGA Employees, Defendant,
14 and the State of California.

15 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
16 and reasonable. Indeed, the Court recognizes the value of the monetary recovery provided to the
17 Class Members and PAGA Employees and finds that such recovery is fair, adequate and reasonable
18 when balanced against further litigation related to liability and damages issues. It appears the
19 Parties have conducted significant investigation, informal discovery, research and litigation such
20 that Class Counsel and Defense Counsel are able to reasonably evaluate their respective positions
21 at this time. It further appears to the Court that the proposed Settlement, at this time, will avoid
22 substantial additional costs by all Parties, as well as avoid the risks and delay inherent to further
23 prosecution of the Action. It also appears that considering the limited scope of claims and limited
24 Class Members involved in the Settlement, the Parties reached the Settlement as the result of
25 reasonable, serious and non-collusive, arms-length negotiations through experienced Class Counsel
26 and Defense Counsel facilitated by an experienced, neutral mediator. Thus, the Court finds on a
27 preliminary basis that the Settlement Agreement appears to be within the range of reasonableness
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1 of a settlement that could ultimately be given final approval by this Court. Accordingly, the Motion
2 for Preliminary Approval of Class Action Settlement is hereby **GRANTED**.

3 4. For purposes of this Settlement only, the Court hereby conditionally certifies a class
4 of Class Members, consisting of all current and former non-exempt, hourly employees of Defendant
5 Seaport Group Enterprises, LLC who worked at any time in California during the Class Period. For
6 purposes of this Settlement Agreement, the "Class Period" shall mean the time period of March 20,
7 2019 through the date of preliminary approval by the Court of the Settlement. Should for whatever
8 reason the Settlement not become final, the fact that the Parties were willing to stipulate to
9 certification of the Class as part of the Settlement shall have no bearing on, nor be admissible in
10 connection with, the issue of whether a class should be certified in a non-settlement context.

11 5. The rights of any potential dissenters to the proposed Settlement are adequately
12 protected in that they may exclude themselves from the Settlement of the Class Member Released
13 Claims, or they may object to the Settlement of the Claims and appear before this Court. However,
14 to do so they must follow the procedures outlined in the Settlement Agreement and Notice of
15 Settlement.

16 6. The Court finds that the notice of settlement Plaintiff provided to the California
17 Labor and Workforce Development Agency ("LWDA") satisfies the notice requirements of the
18 California Private Attorneys General Act ("PAGA").

19 7. The Court approves, as to form and content, the proposed Notice of Settlement to
20 Class Members and finds the method selected for communicating the preliminary approval of the
21 Settlement to Class Members is the best notice practicable under the circumstances, constitutes due
22 and sufficient notice to all persons entitled to notice, and therefore satisfies Due Process.

23 8. For Settlement purposes only, the Court hereby appoints Plaintiff Mario Mariscal
24 Jimenez as the class representative in this Action. Further, the Court preliminarily approves a
25 Service Award to Plaintiff not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00).

26 9. For Settlement purposes only, the Court hereby appoints Scott M. Lidman, Milan
27 Moore, and Tiara Gose-Hardy of the law firm Lidman Law, APC, and Paul K. Haines of the Haines
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1 Law Group, APC as Class Counsel for Class Members. Further, the Court preliminarily approves
2 a Class Counsel Fees Award not to exceed one-third of the Gross Settlement Amount, which is
3 Thirty Three Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$33,333.33).
4 As well, the Court preliminarily approves a Class Counsel Costs Award not to exceed Twenty
5 Thousand Dollars and Zero Cents (\$20,000.00). The Class Counsel Fees Award and Class Counsel
6 Costs Award will be subject to final approval of the Court.

7 10. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
8 Administrator to administer the Notice of Settlement pursuant to the terms in the Settlement
9 Agreement. Further, the Court preliminarily approves Settlement Administration Costs not to
10 exceed Ten Thousand Dollars (\$10,000).

11 11. Within ten (10) business days after entry of an order preliminarily approving this
12 Agreement, Defendant will provide the Settlement Administrator with the names, last known
13 addresses, phone numbers, social security numbers, the dates of employment and the number of
14 Workweeks worked by each Settlement Class member while employed during the Class Period (the
15 "Class Data"). Within ten (10) business days from receipt of this information, the Settlement
16 Administrator shall (i) run the names of all Settlement Class Members through the National Change
17 of Address ("NCOA") database to determine any updated addresses for Settlement Class Members;
18 (ii) update the address of any Settlement Class member for whom an updated address was found
19 through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class
20 member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known
21 address or at the updated address found through the NCOA search, and retain proof of mailing.

22 12. Any Settlement Class member who wishes to opt-out, object, or dispute any part of
23 the Settlement must do so within sixty (60) calendar days of the date of the initial mailing of the
24 Notice Packets (the "Response Deadline"). Settlement Class Members to whom Notice Packets
25 are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have
26 fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired,
27 whichever is later, to submit a Request for Exclusion, Objection, or dispute.

1 13. The Final Approval Hearing shall be held at 1-23-26 at 6:00 am m., in the San Diego
2 County Superior Court, Department 73, 330 W. Broadway, San Diego, CA 92101, to consider the
3 fairness, adequacy and reasonableness of the proposed Settlement, including without limitation the:
4 Class Counsel Fees Award, Class Counsel Costs Award, Plaintiff's Service Award, PAGA Award,
5 Settlement Administration Costs, and Individual Settlement Payments to Participating Class
6 Members.

7 14. This Settlement is not a concession or admission and shall not be used against
8 Defendant or any of the Released Parties as an admission or indication with respect to any claim of
9 any fault or omission by any Defendant or any of the Released Parties. Whether the Settlement is
10 finally approved, neither the Settlement, nor any document, statement, proceeding or conduct
11 related to the Settlement, nor any reports or accounts thereof, shall in any event be: (a) construed
12 as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse
13 to the Released Parties, including, but not limited to, evidence of a presumption, concession,
14 indication or admission by Defendant or any of the Released Parties of any liability, fault,
15 wrongdoing, omission, concession or damage; or (b) disclosed, referred to, or offered or received
16 in evidence against any of the Released Parties in any further proceeding in the Action, or in any
17 other civil, criminal or administrative action or proceeding, except for purposes of enforcing the
18 Settlement. The Court's findings are for purposes of conditionally certifying the class of Class
19 Members in the context of this Settlement and will not have any claim or issue or evidentiary
20 preclusion or estoppel effect in any other action against any Defendant or any of the Released
21 Parties or in this litigation if the Settlement is not finally approved. If for any reason the Court does
22 not execute and file a Final Approval Order (even after good efforts by the Parties to address any
23 concerns or questions of the Court in accordance with the Settlement Agreement), or if the Effective
24 Date, as defined in the Settlement Agreement, does not occur for any reason whatsoever, the
25 Settlement Agreement and all evidence and proceedings had in connection therewith shall be
26 without prejudice to the *status quo ante* rights of the Parties to the Action, as more specifically set
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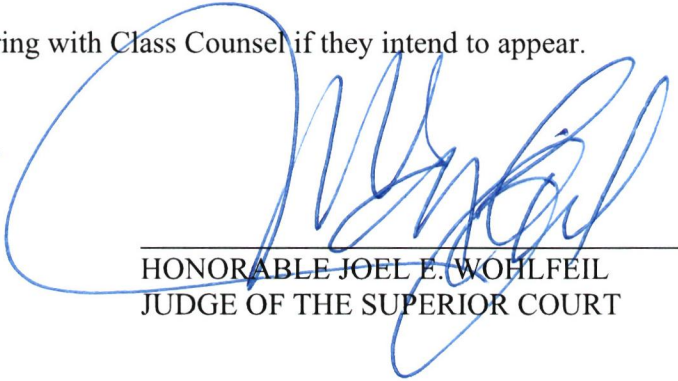
1 forth in the Settlement Agreement, and the Parties will return to the same position they were in
2 prior to the Settlement Agreement and this Preliminary Approval Order.

3 15. Pending further orders of this Court, all proceedings in this matter except those
4 contemplated in this Preliminary Approval Order and in the Settlement Agreement are stayed.

5 16. The Court reserves the right to move the date of the Final Approval Hearing without
6 further notice to Class Members as Class Members are explicitly instructed to confirm the hearing
7 date and time of the Final Approval Hearing with Class Counsel if they intend to appear.

8 **IT IS SO ORDERED.**

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10 Dated: 8-1-25


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12 HONORABLE JOEL E. WOHLFEIL
13 JUDGE OF THE SUPERIOR COURT
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