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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF SAN FRANCISCO**

CALVIN WATSON, individually, and on  
behalf of other members of the general public  
similarly situated;

Plaintiff,

vs.

PIER 39, LP, a California limited partnership;  
and DOES 1 through 100, inclusive,

Defendants.

Case No. CGC-23-608701

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Date: June 5, 2026

Time: 10:00 a.m.

Judge: Hon. Ethan P. Schulman

Dept.: 304

1 Joanna Ghosh, Esq. (State Bar #272479)  
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27 Attorneys for PLAINTIFF  
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1 This matter having come before the Superior Court of the State of California, in and for the  
2 County of San Francisco, at 10:00 a.m. on June 5, 2026, with Jean-Claude Lapuyade, Esq., of JCL Law  
3 Firm, APC, Shani O. Zakay, Esq. of the Zakay Law Group, APLC, and Joanna Ghosh, Esq., Scarlet  
4 Tunney, Esq., and Vartan Madoyan, Esq. from Lawyers for Justice, PC as counsel for Plaintiff  
5 CALVIN WATSON (“Plaintiff”), and Par Vafaenia. Esq., and Ryan McCoy, Esq. of Seyfarth Shaw  
6 LLP, as counsel for Defendant PIER 39, LP (hereinafter “Defendant”). The Court, having carefully  
7 considered the briefs, argument of counsel and all the matters presented to the Court, and good cause  
8 appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA  
9 Settlement.

10 **IT IS HEREBY ORDERED:**

11 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA  
12 Settlement (“Settlement Agreement” or “Agreement”), a true and correct copy of which is attached to  
13 the Declaration of Vartan Madoyan, Esq. as Exhibit “1”. This is based on the Court’s determination  
14 that the Settlement Agreement is within the range of possible final approval, pursuant to the provisions  
15 of Section 382 of the California Code of Civil Procedure and California Rules of Court, Rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all terms  
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. Subject to the terms of the Settlement Agreement, the Total Settlement Amount that  
19 Defendant shall pay is Six Hundred Forty Thousand Dollars and Zero Cents (\$640,000.00). It appears  
20 to the Court on a preliminary basis that the Settlement amount and terms are fair, adequate, and  
21 reasonable as to all Class Members when balanced against the probable outcome of further litigation  
22 relating to certification, liability, and damages issues. It further appears that investigation and research  
23 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective  
24 positions. It further appears to the Court that settlement at this time will avoid substantial additional  
25 costs by all Parties, as well as avoid the delay and risks that would be presented by the further  
26 prosecution of the litigation. It further appears that the Settlement has been reached as the result of  
27 intensive, serious, and non-collusive arms-length negotiations.

28 4. The Court preliminarily finds that the Settlement appears to be within the range of

1 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court  
2 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily  
3 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and  
4 reasonable when balanced against the probable outcome of further litigation relating to certification,  
5 liability, and damages issues.

6         5.       Plaintiff seeks Attorneys' Fees in the amount not to exceed 35% of the Total Settlement  
7 Amount, currently estimated to be Two Hundred Twenty Four Thousand Dollars and Zero Cents  
8 (\$224,000.00), plus a reimbursement of reasonably incurred Litigation Costs in an amount of up to  
9 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), and proposed Enhancement Award to the  
10 Class Representative, Calvin Watson, in an amount of not more than Ten Thousand Dollars and Zero  
11 Cents (\$10,000.00). While these awards appear to be within the range of reasonableness, the Court will  
12 not approve the Attorneys' Fees and Costs, or the Enhancement Award until the Final Approval  
13 Hearing.

14         6.       The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of  
15 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other  
16 proceeding should this Settlement not become final. For settlement purposes only, the Court  
17 conditionally certifies the following Class:

18                 All individuals who were employed by Defendant PIER 39, LP as non-  
19 exempt/hourly employees in the State of California during the period from  
20 August 29, 2019 through either October 1, 2024 or, if applicable, the  
21 Alternative End Date ("Class Period").

22         7.       The Court concludes that, for settlement purposes only, the Class meets the requirements  
23 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is  
24 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)  
25 common questions of law and fact predominate, and there is a well-defined community of interest  
26 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the  
27 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will  
28 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other

1 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified  
2 to act as counsel for the Class Representative in his individual capacity and as the representative of the  
3 Class Members.

4 8. The “PAGA Group Members” are defined as all individuals who were employed by  
5 Defendant as non-exempt/hourly employees in the State of California during the period from August 29,  
6 2022 through either October 1, 2024 or, if applicable, the Alternative End Date (the “PAGA Period”).

7 9. The Court provisionally appoints Plaintiff CALVIN WATSON as the representative of  
8 the Class.

9 10. The Court provisionally appoints Shani Zakay, of Zakay Law Group, APLC, Jean-Claude  
10 Lapuyade, Esq., of JCL Law Firm, APC and Joanna Ghosh, Scarlet Tunney and Vartan Madoyan of  
11 Lawyers for Justice, P.C. as Class Counsel for the Class Members.

12 11. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of  
13 Class and Representative Action Settlement and Final Hearing Date (“Class Notice” or “Notice”)   
14 attached to the Agreement as Exhibit “A”. The Court finds that the Class Notice appears to fully and  
15 accurately inform the Class Members and PAGA Group Members of all material elements of the  
16 proposed Settlement, including the right of any Class Member to be excluded from the Class by  
17 submitting a written request for exclusion, and of each Class Member’s right and opportunity to object  
18 to the Settlement. The Court further finds that the distribution of the notices substantially in the manner  
19 and form set forth in the Agreement and this Order meets the requirements of due process, is the most  
20 reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons  
21 entitled thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to the  
22 terms set forth in the Agreement.

23 12. The Court hereby appoints ILYM Group, Inc. as Settlement Administrator. Within fifteen  
24 (15) business days after Defendant receives notice of an order granting preliminary approval of this  
25 Settlement, Defendant shall provide the Settlement Administrator with the Class List for purposes of  
26 preparing and mailing Notice Packets to the Class Members. The Class List includes information  
27 regarding Class Members that Defendant will in good faith compile from its records, including each  
28 Class Member’s full name, last-known mailing address, Social Security number, and the number of

1 Workweeks and Pay Periods each individual worked within the Class Period and PAGA Period,  
2 respectively. No later than ten (10) calendar days after receipt of the Class List from Defendant, the  
3 Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-  
4 Class U.S. Mail.

5 13. The Court hereby preliminarily approves the proposed procedure for submitting a  
6 Request for Exclusion from the Settlement. Any Class Member may individually choose to opt out of  
7 and be excluded from the Settlement as provided in the Notice by following the instructions for  
8 submitting a Request for Exclusion from the Settlement of the Released Class Claims that are set forth  
9 in the Notice. All requests for exclusion must be postmarked or received by the Response Deadline  
10 which is forty-five (45) calendar days after the Settlement Administrator mails the Notice Packets to  
11 Class Members or, in the case of re-mailed Notice, not more than fifteen (15) days from the original  
12 Response Deadline. Any such person who submits a valid and timely Request for Exclusion from the  
13 Settlement will not be entitled to an Individual Settlement Payment under the Settlement and will not  
14 be bound by the Released Class Claims. Nor will they have have any right to object, appeal or comment  
15 on the Settlement. However, Class Members submitting a Request for Exclusion will still be bound by  
16 the Release of PAGA Claims and will receive Individual PAGA Payments to the extent they are PAGA  
17 Group Members. Class Members who have not requested exclusion shall be bound by all  
18 determinations of the Court, by the Agreement, and by the Court's Judgment.

19 14. Any Class Member who has not opted out may appear at the Final Approval Hearing and  
20 may make an Objection expressing the Class Member's views regarding the Settlement and may present  
21 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and  
22 determined by the Court as provided in the Notice. Class Members will have forty-five (45) calendar  
23 days from the date the Settlement Administrator mails the Class Notice to postmark their written  
24 Objections to the Settlement Administrator.

25 15. The Final Approval Hearing on both Plaintiff's Motion for Final Approval and Plaintiff's  
26 Motion for Attorneys' Fees and Litigation Costs, and Enhancement Award shall be held before this  
27 Court on \_\_\_\_\_ at \_\_\_\_ AM/PM in Department 304 of the San Francisco County Superior Court  
28 to determine all necessary matters concerning the Settlement, including: whether the proposed

1 settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate  
2 and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval  
3 should be entered herein; whether the plan of allocation contained in the Agreement should be approved  
4 as fair, adequate and reasonable to the Class; and to finally approve the Attorneys' Fees and Costs,  
5 Enhancement Award, and the Administration Costs. All papers in support of the motion for final  
6 approval and the motion for Attorneys' Fees and Costs, and Enhancement Award shall be filed with  
7 the Court and served on all counsel within twenty-eight (28) days following the expiration of the  
8 Response Deadline.

9       16. In the event the Settlement does not become effective in accordance with the terms of the  
10 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become  
11 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,  
12 and the Parties shall revert to their respective positions as of before entering into the Agreement. In  
13 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,  
14 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to  
15 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it  
16 is not approved.

17       17. The Court reserves the right to adjourn or continue the date of the final approval hearing  
18 and all dates provided for in the Agreement without further notice to Class Members and retains  
19 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.  
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23 Dated: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT