

FILED
Clerk of the Superior Court

APR 18 2025

By: V. Contreras, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

CHRISTOPHER LOMELI and DANIEL
BLANCO, individually, and on behalf of a
class of similarly situated individuals,

Plaintiffs,

v.

SEAWORLD PARKS AND
ENTERTAINMENT, INC., a Delaware
corporation, SEA WORLD, LLC, a
Delaware limited liability company, and
DOES 1-5, inclusive,

Defendants.

Case No. 37-2023-00008-529-CU-BT-CTL

*Assigned to the Hon. Gregory W. Pollack,
Dept. 71*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date Filed: February 28, 2023

Trial Date: Not set

Pending before the Court is the Unopposed Motion for Preliminary Approval of Class Action Settlement and Provisional Class Certification ("Motion") relating to the Settlement Agreement ("Settlement") between Plaintiff Daniel Blanco ("Plaintiff") and SeaWorld Parks and Entertainment, Inc. and SeaWorld, LLC ("SeaWorld" or "Defendants"). Having read and considered the moving papers, including the Settlement Agreement, and finding good cause, the Court finds and orders as follows:

IT IS ORDERED:

1. Based upon the Court's review of the Settlement Agreement, the Memorandum of Points and Authorities in Support of the Motion, the discussion at the hearing, and the entire record, the Unopposed Motion for Preliminary Approval of Class Action Settlement and Provisional Class Certification is GRANTED.

2. The Court hereby provisionally certifies the following class ("Settlement Class") for settlement purposes only:

all persons with a California home or billing address on file with Defendants, who purchased one or more Annual Passes to SeaWorld San Diego using the SeaWorld San Diego website or mobile application on or after February 28, 2019 whose Annual Pass automatically renewed after the initial twelve-month commitment ended on or before February 28, 2025 and who did not receive a refund for the first auto-renewal charge. Excluded from the Class are all employees of the Defendants, Plaintiffs' counsel, and the judicial officers to whom this case is assigned.

3. Consistent with Code of Civil Procedure section 382, this Court finds, for the purposes of effectuating the Settlement Agreement, that: (a) the Settlement Class is so numerous that joinder of all individuals in the Settlement Class in the Action is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over any individual questions; (c) Plaintiff's claims are typical of the claims of the Settlement Class; (d) Plaintiff and Settlement Class Counsel have fairly and adequately represented and protected the interests of the Settlement Class; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. The Court appoints Daniel Blanco, the Named Plaintiff, as Settlement Class
Preliminary Approval Order 1 No. 37-2023-00008-529-CU-BT-CTL

1 Representative for settlement purposes only.

2 5. The Court appoints Parasmol Lieberman Law, Broslavsky & Weinman, LLP, and
3 Preston Law Offices as Settlement Class Counsel, for settlement purposes only, and finds that they
4 are adequate. Settlement Class Counsel must fairly and adequately protect the interests of the
5 Settlement Class.

6 6. The Court preliminarily approves the Settlement¹, including the monetary relief,
7 the procedures for payment of the Settlement Administrator's reasonable fees and expenses, the
8 procedure for Settlement Class Counsel's attorneys' fees and litigation expenses to the extent
9 ultimately awarded by the Court, the procedure for payment of any service award to the Settlement
10 Class Representative to the extent ultimately awarded by the Court, and the procedure for settlement
11 payments to be made to Participating Settlement Class Members. The Court has reviewed the
12 monetary relief that is provided as part of the Settlement and recognizes the value to the Settlement
13 Class. The Court finds that, on a preliminary basis, the Settlement is fair, adequate, and reasonable
14 as to all Settlement Class Members when balanced against the cost and uncertainty associated with
15 further litigation. The Court finds that the Settlement is not improperly granting preferential
16 treatment to the proposed Settlement Class Representative or any segment of the Settlement Class.
17 The Court further finds, on a preliminary basis, that the settlement of the Action at this time will
18 avoid substantial additional costs by all Parties, as well as the delay and risks that would be
19 presented by the further prosecution of the Action. The Court also finds that it appears that the
20 Settlement has been reached as a result of serious, informed, arm's-length non-collusive
21 negotiations, has no obvious deficiencies, and falls within the range of possible approval.

22 7. Nothing in this Order is, or may be construed as, an admission or concession of any
23 point or fact or law by or against any Party.

24 8. The Court approves the emailed Long-Form Notice (Exhibit C to the
25 Settlement Agreement) and the E-mail Notice (Exhibit D to the Settlement Agreement). The notice

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27 ¹ The definitions of capitalized terms in this Order are the same as the definitions of those terms
28 in the Settlement Agreement.

1 procedure described in the Settlement Agreement meets the requirements of Rule 3.766(d) of the
2 California Rules of Court and due process, and constitutes the best practicable notice under the
3 circumstances. The Settlement Administrator is directed to disseminate the E-mail Notice to
4 Settlement Class Members in the time and manner specified in Section 3.2(d) of the Settlement
5 Agreement. The Settlement Administrator is directed to take all steps necessary to establish a
6 settlement website in the time and manner specified in Section 3.2(c) of the Settlement Agreement.
7 The Parties, by agreement, may revise the Long-Form Notice and E-mail Notice in ways that are
8 not material or in ways that are appropriate to update those documents for purposes of accuracy,
9 readability, and formatting for publication. The Settlement Administrator is directed to issue a press
10 release in the time and manner specified in Section 3.3 of the Settlement Agreement.

11 9. As set forth in Section 3.8 of the Settlement Agreement, Settlement Class Members
12 who elect to opt out of the Settlement must send a written Request for Exclusion to the Settlement
13 Administrator stating (a) the name and case number of the Action, "*Lomeli and Blanco v. Sea*
14 *World Parks and Entertainment, Inc.* No. 37-2023-00008529-CU-BT-CTL"; (b) the full name,
15 address, e-mail address, and telephone number of the person opting out; and (c) a statement that
16 he/she does not wish to participate in the Settlement, postmarked or emailed no later than eighteen
17 (18) court days before the Fairness Hearing. The delivery date is deemed to be the date the
18 objection is deposited in the U.S. Mail as evidenced by the postmark or the date the email is
19 transmitted. Settlement Class Members who timely opt out of the Settlement Class shall: (a) have
20 no right to receive any benefits under the Settlement Agreement; (b) not be bound by the terms of
21 Settlement Agreement; and (c) have no right to object to the terms of the Settlement Agreement or
22 be heard at the Fairness Hearing. Each Non-Participating Class Member must submit their written
23 Request for Exclusion on their own behalf. So-called "mass" or "class" opt-outs shall not be
24 allowed. Settlement Class Members who do not timely request exclusion shall be bound by the
25 provisions of the Settlement Agreement and all orders or judgments that may be entered by the
26 Court. Any Settlement Class Member who attempts to both object to and opt out of this Settlement
27 Agreement will be deemed to have opted out and will forfeit the right to object to this Settlement
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1 Agreement or any of its terms.

2 10. Settlement Class Members who have not opted out of the Settlement may object to
3 the Settlement. The Settlement Class Member must file a written objection with the Court at
4 Superior Court of California, San Diego County, 330 West Broadway, Department 71, San Diego,
5 California, 92101 and provide copies of the objection to Settlement Class Counsel, Defense
6 Counsel, and the Settlement Administrator eleven (11) court days before the Fairness Hearing,
7 unless the Court orders otherwise. The delivery date is deemed to be the later of the date the
8 objection is deposited in the U.S. Mail as evidenced by the postmark, or the date the objection is
9 emailed to the Settlement Administrator. Written objections must include: (a) the name and case
10 number of the Action, "*Lomeli and Blanco v. Sea World Parks and Entertainment, Inc.* No. 37-
11 2023-00008529-CU-BT-CTL"; (b) the full name, address, e-mail address, and telephone number of
12 the person objecting; (c) the words "Notice of Objection" or "Formal Objection"; (d) all grounds for
13 the objection, accompanied by any legal and factual support for the objection; (e) the identity of all
14 counsel representing the objector who will appear at the Final Approval Hearing; (f) the
15 identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other
16 class action cases in the last five years; (g) a statement confirming whether the objector intends to
17 personally appear and/or testify at the Final Approval Hearing; and (h) the objector's signature on
18 the written objection (an attorney's signature shall not be deemed sufficient). Within one (1)
19 business day of receiving any objection, the Settlement Administrator shall provide copies of the
20 objection to Settlement Class Counsel and Defense Counsel. The Court will file any objections in
21 the public docket. Any person who submits an objection and their counsel (if any) shall be subject
22 to the Court's jurisdiction and venue with respect to their objection and the Settlement, and may be
23 subject to discovery by the Parties.

24 11. Any Settlement Class Member that mails a written objection as described in
25 Paragraph 10 above has the option to appear at the Fairness Hearing, either in person or through
26 counsel hired at the Settlement Class Member's expense, to object to the Settlement Agreement, as
27 long as the Settlement Class Members or their attorneys intending to make an appearance at the
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1 Fairness Hearing so indicated in their objection under a heading of "Notice of Intent to Appear."
2 Only Settlement Class Members who timely mail objections containing Notices of Intent to Appear
3 may speak at the Fairness Hearing. Settlement Class Members who fail to submit written objections
4 as described in this Section will be deemed to have waived any objections and will be foreclosed
5 from making any objections (whether by a subsequent objection, intervention, appeal, or any other
6 process) to the Settlement Agreement and the Settlement Class Member asserting such non-written
7 objections shall be bound by the final determination of the Court.

8 12. Plaintiff shall file his motion for final approval no later than sixteen (16) court days
9 before the Fairness Hearing.

10 13. Class Counsel's motion for attorneys' fees, litigation expenses, and for any class
11 representative service award shall be filed no later than no later than sixteen (16) court days before
12 the Fairness Hearing.

13 14. The Court sets a Final Approval Hearing for August 15, 2025 at 9:30 a.m. at 330
14 West Broadway, San Diego, California 92101, Department C-71 of this Court at which time the
15 Court will determine whether the Settlement should be finally approved as fair, reasonable and
16 adequate. At that time, the Court will also consider Class Counsel's motion for attorneys' fees,
17 litigation expenses, and any proposed service awards.

18 15. The Court reserves the right to adjourn or continue the date of the Final Approval
19 Hearing and all dates provided for in the Settlement without further emailed notice to the Settlement
20 Class Members, and retains jurisdiction to consider all further matters arising out of or connected
21 with the proposed Settlement.

22 16. If the Settlement is not finally approved by the Court, the following will occur: (a)
23 the provisional certification of the Settlement Class will be automatically vacated; (b) Named
24 Plaintiff's appointment as Settlement Class Representative will be automatically vacated; (c) the
25 appointment of Parasmo Lieberman Law, Broslavsky & Weinman, LLP, and Preston Law Offices
26 as Settlement Class Counsel will be automatically vacated; (d) this Action will revert to its previous
27 status in all respects as it existed immediately before the Parties executed the Settlement Agreement
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except for the parties agreement to extend the date to bring the case to trial under Code of Civil Procedure section 583.310 under section 7.3 of the Settlement Agreement, and (e) the Settlement Administrator will, after deducting any settlement administration expenses incurred as of that date, any taxes owed as a result of the interest accrued by the Qualified Settlement Fund, and any amounts incurred or due and owing and payable from the Qualified Settlement Fund, return any Settlement funds in its possession to Defendants in accordance with section 2.7 of the Settlement Agreement.

17. The Court appoints Epiq Class Action & Claims Solutions, Inc., as Settlement Administrator. The Court directs the Settlement Administrator to administer the Settlement according to its terms.

18. In accordance with the terms of the Settlement, the Court hereby adopts the following dates for performance of the specified activities leading to the Final Approval Hearing:

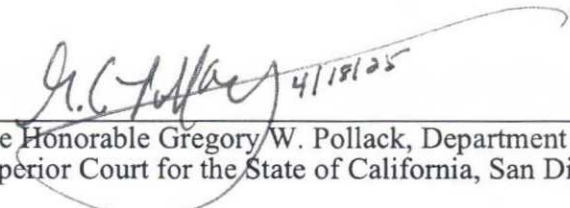
| Event | Deadline |
|---|-----------------|
| Deadline for Defendants to provide the Settlement Administrator the Settlement Class Data that they have in their system for each Settlement Class Member | May 8, 2025 |
| Deadline for Settlement Administrator to establish a Settlement Website | May 8, 2025 |
| Deadline for Settlement Administrator to Email the Court-Approved Email Notice to Settlement Class Members | May 28, 2025 |
| Deadline for Exclusion Requests | July 22, 2025 |
| Deadline for Objections | July 31, 2025 |
| Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement | July 24, 2025 |
| Deadline for Class Counsel to file their motion for attorneys' fees, litigation expenses, and for any class representative service award | July 24, 2025 |
| Deadline for the Parties to file a complete list of all Settlement Class Members who | August 12, 2025 |

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| 1 | have validly and timely opted out of the Settlement Class | |
| 2 | Deadline for Parties to Respond to Objections | August 8, 2025 |
| 3 | Final Approval Hearing | August 15, 2025 |

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6 19. The Parties are ordered to carry out the Settlement in the manner provided in the Settlement Agreement and this Order.

7 IT IS SO ORDERED.

8 Date:

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 10 The Honorable Gregory W. Pollack, Department 71
 11 Superior Court for the State of California, San Diego County
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