

FILED
Clerk of the Superior Court

AUG 15 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. 37-2023-00008529-CU-BT-CTL

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

**[PROPOSED] ORDER GRANTING
MOTIONS FOR FINAL APPROVAL
OF CLASS SETTLEMENT AND FOR
AWARD OF ATTORNEYS' FEES
AND LITIGATION EXPENSES AND
SERVICE AWARD TO THE CLASS
REPRESENTATIVE; AND
ENTERING JUDGMENT**

Date Filed: February 28, 2023

Trial Date: Not set

1 Pending before the Court are the (1) Motion for Final Approval of Class Settlement; and (2)
2 Motion for Award of Attorneys' Fees and Litigation Expenses and Service Award to the Class
3 Representation ("Motions for Final Approval") relating to the settlement between plaintiff Daniel
4 Blanco ("Plaintiff") and and SeaWorld Parks and Entertainment, Inc. and SeaWorld, LLC
5 ("SeaWorld" or "Defendants").

6 WHEREAS, on April 18, 2025, this Court entered an order granting the Unopposed
7 Motion for Preliminary Approval of Class Action Settlement and Provisional Class Certification;

8 WHEREAS, counsel for the Parties appeared before this Court on August 15, 2025, at
9 which time Plaintiff requested final approval of the Settlement and Settlement Class Counsel
10 requested the other relief set forth in the Motions for Final Approval; and

11 WHEREAS, due and adequate notice of the Settlement having been given pursuant to the
12 Preliminary Approval Order and the Settlement Agreement, and the Court having considered all
13 papers filed and proceedings had herein, and good cause appearing,

14 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT

15 1. All terms and phrases in this Final Approval Order and Judgment ("Order") shall
16 have the same meanings ascribed to them in the Settlement Agreement unless otherwise noted.

17 2. The Court finds and determines that the notice procedure implemented in this Action
18 provides for the best notice practicable under the circumstances, and that such notice procedure
19 constitutes valid, due, and sufficient notice to all members of the Settlement Class and satisfies the
20 requirements of California Rules of Court, rule 3.769, due process, and other applicable laws.

21 3. The Court finds and determines that, having been properly notified of the Settlement,
22 no Class Member has objected to any aspect of the Settlement.

23 4. The Court finds and determines that the terms of the Settlement are fair, reasonable,
24 and adequate and in the best interests of the Settlement Class. The Court further finds and
25 determines that settlement of the Action at this time will avoid substantial additional costs by all
26 Parties, as well as the delay and risks that would be presented by the further prosecution of the
27
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1 Action. The Court hereby grants final approval of the Settlement and directs the Parties to effectuate
2 and consummate the Settlement's terms as set forth in the Agreement and this Order. The
3 Settlement and every term and provision thereof are deemed incorporated in this Order and have the
4 full force of an order of this Court.

5 5. For settlement purposes, the Settlement Class is defined as:

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

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

23 7. Parasmo Lieberman Law, Broslavsky & Weinman, LLP, and Preston Law Offices
24 are confirmed as Settlement Class Counsel.

25 8. Daniel Blanco is confirmed as Settlement Class Representative.

26 9. This Order applies to all claims or causes of action settled under the Agreement. The
27 Settlement Class Members who are bound by this Final Approval Order include all Settlement Class
28 Members who did not submit a valid request for exclusion pursuant to the Preliminary Approval
and Provisional Class Certification Order and terms of the Settlement Agreement. The Class

Members who submitted valid requests for exclusion are listed on **Exhibit A** hereto. The Court confirms the Settlement Class Members listed on **Exhibit A** are not bound by the Settlement or this Order.

10. The Court grants Settlement Class Counsel's motion for an award of attorneys' fees in the amount of Five Hundred Thousand Dollars (\$500,000.00), plus reimbursement of litigation expenses in the amount of \$15,392.06. The Court finds that the attorneys' fees are justified as a percentage of the class recovery under the common fund doctrine and under the lodestar/multiplier approach; that the fee award is warranted in light of the time Settlement Class Counsel invested in the case, the risk Settlement Class Counsel undertook in prosecuting the Action on a contingency basis, the results achieved, the novelty of the legal issues, and the skill with which Settlement Class Counsel presented Plaintiff's claims; and the litigation expenses were reasonably incurred in the prosecution of the litigation. These amounts shall be paid from the Settlement Amount in accordance with the Settlement Agreement.

11. The Court grants the request for a service award in the amount of \$10,000 to Plaintiff Daniel Blanco. The Court finds that this payment is justified in light of the time spent, the risk undertaken, and the recovery obtained in representing the interests of the Class and assisting Settlement Class Counsel. This amount shall be paid from the Settlement Amount in accordance with the Settlement Agreement.

12. The Court finds that the fees and expenses of the Settlement Administrator in the amount of up to \$150,000 are fair and reasonable. Such payment shall be made from the Settlement Amount in accordance with the Settlement Agreement.

13. The Settlement Administrator will issue a *pro rata* payment from the Net Settlement Amount to each Participating Settlement Class Member, pursuant to the terms and timeline set forth in Section Sections 2.9, 2.10, 2.11, and 3.2.e. of the Settlement Agreement.

14. Named Plaintiff and all Settlement Class Members are bound by the terms of the Settlement Agreement including its Release, and this Final Approval Order and Judgment. Upon the

1 Final Settlement Date, the above-captioned Action is dismissed in its entirety with prejudice,
2 consistent with the provisions of this Order. Upon the Final Settlement Date, all Participating
3 Settlement Class Members have, by operation of this Order, fully, finally and forever released,
4 relinquished, and discharged all Released Parties from any and all of the Released Claims pursuant
5 to Section 4.3 of the Settlement Agreement.

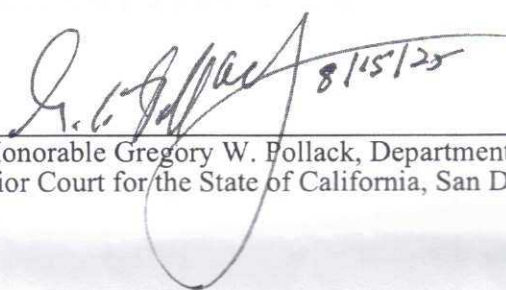
6 15. To provide notice to the Class pursuant to California Rules of Court, rule 3.771(b),
7 the Parties are ordered to cause a copy of this Final Approval Order and Judgment to be posted by
8 the Settlement Administrator on the Settlement Website.

9 16. Without affecting the finality of this Final Approval Order and Judgment, pursuant to
10 California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h), this
11 Court retains continuing jurisdiction over the subject matter of the Action, the Class Representative
12 and the Settlement Class Members, and to administer the matters set forth in the Settlement
13 Agreement and implement and enforce the Settlement Agreement and this Order and Judgment.

14 17. This Final Approval Order and Judgment shall constitute a final judgment that is
15 binding on the Parties and the Settlement Class Members. The Clerk is directed to promptly enter
16 this Order and Judgment on the register of actions.

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18 IT IS SO ORDERED.

19 Date:


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

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EXHIBIT A

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LIST OF EXCLUDED CLASS MEMBERS

- 1. Adrianna Santos
- 2. Christina Gray
- 3. Diane Vera
- 4. Tanisha C. Fulcher
- 5. Joshua Stachowiak