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6 Attorneys for Plaintiff KAYLA MILLIGAN,  
individually and on behalf of all other similarly situated

7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF SAN BERNARDINO

10 KAYLA MILLIGAN, individually and on  
behalf of all others similarly situated,

11 Plaintiffs,

12 vs.

13 CWI, Inc. d/b/a Camping World, a Kentucky  
14 Corporation; and DOES 1-50, inclusive

15 Defendants.  
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Case No.: CIVDS2020159

Assigned to the Hon. David Cohn

DECLARATION OF KAYLA MILLIGAN IN  
SUPPORT OF MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND MOTION FOR  
ATTORNEYS FEES, COSTS, AND CLASS  
REPRESENTATIVE SERVICE AWARD

Preliminary Approval Date: May 2, 2022  
Final Approval Hearing: September 7, 2022  
Time: 10:00 a.m.  
Dept: S-26

DECLARATION OF KAYLA MILLIGAN

I, Kayla Milligan, declare as follows:

1. I am a named plaintiff in this action, and commenced this action against my former employer. I have personal knowledge of all facts in this declaration and, if asked, I would testify to these facts under oath in court.

2. For the Court's ease in reference, I note that the vast majority of this declaration mirrors the facts and circumstances that I set forth in connection with my declaration in support of the Motion for Preliminary Approval. I submit this declaration in support of the Motion for Final Approval and the Motion for Attorneys' Fees, Costs, and Class Representative Service Award.

3. I understand that approximately 662 individuals are part of the Settlement Class and received notice of the settlement from the Settlement Administrator. I also understand that no objections have been received to the Settlement and no members of the Class opted out or requested exclusion from the Settlement. These facts reinforce my belief that the Settlement we achieved with the assistance of my counsel is fair reasonable and adequate.

4. I worked as a non-exempt employee for Defendant CWI, INC., doing business as Camping World ("Defendant" or "CWI") from approximately 2014 to 2016. I then left my employment for a year and returned to work for CWI in or about September 2017 until March 2020.

5. During my employment, I was not paid for all hours that I worked and was not properly paid overtime. I was also not paid in a timely manner upon separation from employment. I was not provided compliant meal and rest periods, or compensated premium pay when meal and rest periods were not lawfully provided. I also was not provided accurate wage statements.

6. After meeting with my attorneys about these issues, I decided to proceed with a lawsuit against my former employer. At the time, I also agreed to represent all other similarly situated non-exempt hourly paid employees who worked for Defendant in California, and to obtain relief for the entire class. I also agreed to consider the interests of the class just as I would consider my own interest.

1           7.       On July 8, 2020, I filed a Class action lawsuit with the Superior Court of California  
2 for the County of San Bernardino entitled, *Miligan v. CWI, Inc., d/b/a Camping World*, Case No.  
3 CIVDS2013999. I understand that the case was later removed to federal court and is pending in  
4 the United States District Court, Central District of California, Case No. 5:20-cv-01847-MWF-  
5 SHK. My attorneys filed the class action complaint on behalf of myself and other non-exempt  
6 employees of Defendants who were not paid for each hour working including minimum wages  
7 and proper overtime, provided meal periods, authorized and permitted to take rest periods, not  
8 provided accurate wage statements or paid all wages owed upon termination.

9           8.       On September 22, 2020, I filed a representative action lawsuit under PAGA in the  
10 Superior Court of the State of California, San Bernardino County, Case No. CIVDS2020159, in  
11 which I alleged the following causes of actions: (1) Violation of California Labor Code sections  
12 2698, et seq. (Private Attorney General Act of 2004), which includes allegations of (a) Failure to  
13 Pay All Wages Owed, Including Minimum Wage and Overtime, (b) Failure to Provide Lawful  
14 Meal Periods or Compensation in Lieu Thereof, (c) Failure to Authorize or Permit Lawful Rest  
15 Periods or Provide Compensation in Lieu Thereof, (d) Willful Failure to Provide Accurate Semi-  
16 Monthly Itemized Wage Statements, (e) Failure to Pay All Wages Due Upon Separation of  
17 Employment, and (f) Failure to Provide Suitable Seating.

18           9.       I understand that an amended complaint will be filed in connection with the  
19 Settlement to amend the complaint in this action to assert the claims in the class action.

20           10.      When I agreed to represent the class, I understood it was my duty to be readily  
21 available and to participate actively in the case. I knew that I needed to keep aware of the status  
22 and progress of the lawsuit and assist my attorneys in litigating the case on behalf of the Class. At  
23 all times, I worked to fulfill these duties on behalf of the Class.

24           11.      I also understood the risks I could face due to my involvement as a named plaintiff.  
25 I understood that I could be held responsible for the payment of Defendant's court-awarded  
26 litigation costs and potentially attorneys' fees if I did not prevail in the litigation. Therefore, I  
27 realized that I was taking a significant amount of risk in filing the class action lawsuit.

1           12.     I knew that my name could easily be located on a search of court records and that  
2 any prospective employer may find out that I had sued my former employer.

3           13.     Even though I knew I was taking risks, I knew I had to do what I believed was right  
4 and pursue claims on behalf of other employees to vindicate our rights and attempt to recover the  
5 wages owed to us.

6           14.     My attorneys prepared and forwarded me a copy of the complaint for review in this  
7 case. I thoroughly reviewed the complaint and discussed the contents of the complaint with my  
8 attorneys.

9           15.     I spent a substantial amount of time and effort pursuing my claims and the claims  
10 of the other similarly situated employees from the time I retained my attorneys to this date.

11          16.     During the litigation, I spent hours on telephone calls discussing the facts of my  
12 case with the attorneys and staff of James Hawkins APLC. I spent hours discussing the facts  
13 related to my employment with Defendant, including discussing my job duties and responsibilities  
14 as a non-exempt employee, my experiences, CWI's policies and practices, and the hours and days  
15 I worked. I have also worked to identify witnesses and assist my attorneys in moving this case  
16 forward. I was also involved in many discussions with my co-workers regarding the case and the  
17 circumstances of our employment. I have also reviewed certain documents produced during the  
18 information exchange process in this case to assist my attorneys in prosecuting this case and  
19 ultimately preparing for a full day of mediation. I also remained available during the mediation in  
20 order to assist with any questions or issues that arose.

21          17.     I also spent hours looking for all documents related to my employment with  
22 Defendant and sending them to my attorneys, which included wage statements, personnel  
23 documents, emails, and separation paperwork. I further spent several hours on telephone calls  
24 discussing the documents I provided to my attorneys.

25          18.     My attorneys provided me with a copy of the proposed Settlement Agreement  
26 which I reviewed carefully before signing it. I have discussed the terms and any questions I had  
27 with my counsel. As a term of the settlement, I have agreed to give a broad release of all claims  
28 (except those currently pending in my individual action) that I had or might have against

1 Defendant arising from my employment. No other Class Member will be required to give such a  
2 release. I understand this is sometimes asked of Class Representatives.

3 19. I have exchanged countless emails, phone calls, and other communications with my  
4 counsel throughout the course of this case to ensure that I was aware of the status of the case, and  
5 the progression of the Settlement process. I have extensively monitored the action throughout.

6 20. I estimate that I have spent 80-90 hours during the course of this case engaged in  
7 tasks related to this litigation as set forth above.

8 21. It is my opinion that the proposed settlement achieved is fair, adequate and  
9 reasonable. The overwhelmingly positive response of the Class reinforces this belief.

10 22. I understand that approximately 662 current and former employees of Defendants  
11 will receive payments they would not otherwise have recovered but for the initiation of the case.

12 23. I have always considered the interests of the class just as I would consider my own  
13 interest and placed the interests of the class above my own since I commenced the case against  
14 Silverado. In addition, I believe I have put myself at risk by pursuing this lawsuit on behalf of  
15 myself and other current and former employees of Defendant, and I understand that my  
16 participating in this lawsuit could inhibit my ability to seek gainful employment in the future.

17 24. I am requesting the Court approve a \$10,000 Service Payment. I believe this  
18 amount is reasonable considering the amount of work and time I spent with my attorneys to  
19 achieve this excellent settlement. The time and service I provided to the Class resulted in the  
20 parties agreeing to settle the case and a positive outcome for the entire Class, who will receive a  
21 share of the settlement funds in this case.

22 25. I further believe the amount of the Class Representative Service Payment is very  
23 reasonable considering the financial and professional risks I took by bringing a class action  
24 lawsuit against my former employer, including the potential of paying court-awarded litigation  
25 costs to Defendant and the negative exposure to future employers. I also gave a broad release of  
26 all claims against Defendant arising from my employment (except those related to the arbitration)  
27 that other Class Members did not have to give.  
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26. As I have been since July 2020, I am committed to this case and intend to continue to participate as needed until the conclusion of this matter for the benefit of the Class.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Execute on August 14, 2022 in Anderson, California.

  
Kayla Milligan Aug 14, 2022 16:20 PDT

Kayla Milligan

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# 2022-08-15 Decl of Milligan ISO Final Approval - CWI Set. Appr.

Final Audit Report

2022-08-14

|                 |                                               |
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