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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

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

Plaintiffs,

vs.

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

Defendants.

Case No. CIVDS2020159

Assigned To: Hon. David Cohn
Dept.: S-26

Assigned to the Hon. David Cohn

**DECLARATION OF KAYLA MILLIGAN
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: May 2, 2022
Time: 08:30 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. I worked as a non-exempt employee for Defendant CWI, INC., doing business as Camping World ("Defendant" or "CWI") from approximately September 2017 until March 2020.

3. 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.

4. 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.

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

6. On September 22, 2020, I filed a representative action lawsuit under PAGA in the Superior Court of the State of California, San Bernardino County, Case No. CIVDS2020159, in which I alleged the following causes of actions: (1) Violation of California Labor Code sections 2698, et seq. (Private Attorney General Act of 2004), which includes allegations of (a) Failure to

1 Pay All Wages Owed, Including Minimum Wage and Overtime, (b) Failure to Provide Lawful
2 Meal Periods or Compensation in Lieu Thereof, (c) Failure to Authorize or Permit Lawful Rest
3 Periods or Provide Compensation in Lieu Thereof, (d) Willful Failure to Provide Accurate Semi-
4 Monthly Itemized Wage Statements, (e) Failure to Pay All Wages Due Upon Separation of
5 Employment, and (f) Failure to Provide Suitable Seating.

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

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

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

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

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

21 12. My attorneys prepared and forwarded me a copy of the complaint for review in this
22 case. I thoroughly reviewed the complaint and discussed the contents of the complaint with my
23 attorneys.

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

26 14. During the litigation, I spent hours on telephone calls discussing the facts of my
27 case with the attorneys and staff of James Hawkins APLC. I spent hours discussing the facts
28 related to my employment with Defendant, including discussing my job duties and responsibilities

1 as a non-exempt employee, my experiences, CWI's policies and practices, and the hours and days
2 I worked. I have also worked to identify witnesses and assist my attorneys in moving this case
3 forward. I was also involved in many discussions with my co-workers regarding the case and the
4 circumstances of our employment. I have also reviewed certain documents produced during the
5 information exchange process in this case to assist my attorneys in prosecuting this case and
6 ultimately preparing for a full day of mediation. I also remained available during the mediation in
7 order to assist with any questions or issues that arose.

8 15. I also spent hours looking for all documents related to my employment with
9 Defendant and sending them to my attorneys, which included wage statements, personnel
10 documents, emails, and separation paperwork. I further spent several hours on telephone calls
11 discussing the documents I provided to my attorneys.

12 16. My attorneys provided me with a copy of the proposed Settlement Agreement
13 which I reviewed carefully before signing it. I have discussed the terms and any questions I had
14 with my counsel. As a term of the settlement, I have agreed to give a broad release of all claims
15 (except those currently pending in my individual arbitration) that I had or might have against
16 Defendant arising from my employment. No other Class Member will be required to give such a
17 release. I understand this is sometimes asked of Class Representatives.

18 17. It is my opinion that the proposed settlement achieved is fair, adequate and
19 reasonable.

20 18. I understand that approximately 600 current and former employees of Defendants
21 will receive payments they would not otherwise have recovered but for the initiation of the case.

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

27 20. I am requesting the Court approve a \$10,000 Service Payment. I believe this
28 amount is reasonable considering the amount of work and time I spent with my attorneys to

1 achieve this excellent settlement. The time and service I provided to the Class resulted in the
2 parties agreeing to settle the case and a positive outcome for the entire Class, who will receive a
3 share of the settlement funds in this case.

4 21. I further believe the amount of the Class Representative Service Payment is very
5 reasonable considering the financial and professional risks I took by bringing a class action
6 lawsuit against my former employer, including the potential of paying court-awarded litigation
7 costs to Defendant and the negative exposure to future employers. I also gave a broad release of
8 all claims against Defendant arising from my employment (except those related to the arbitration)
9 that other Class Members did not have to give.

10 22. As I have been since July 2020, I am committed to this case and intend to continue
11 to participate as needed until the conclusion of this matter for the benefit of the Class.

12 I declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct. Execute on February 11, 2022 in Anderson, California.

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Kayla Milligan (Feb 11, 2022 17:14 PST)

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2022-02-11 Decl of Milligan SO Mtn for Preim Approval - CWI Set. Appr.

Final Audit Report

2022-02-12

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