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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN DIEGO**

10
11 SIERRA STEELE and ELIJAH
12 WILKINSON, on behalf of the State of
13 California, as private attorneys general, and
14 as individuals, on behalf of themselves and
15 on behalf of all persons similarly situated,

16 Plaintiffs,

17 vs.

18 LEGOLAND CALIFORNIA, LLC, a Limited
19 Liability Company; and DOES 1 through 50,
20 inclusive,

21 Defendants.

) **Case No. 37-2021-00052868-CU-OE-**
) **CTL**

) *(Consolidated with Case No. 7-2021-*
) *00053132-CU-OE-CTL)*

) **DECLARATION OF ELIJAH**
) **WILKINSON IN SUPPORT OF**
) **MOTION FOR PRELIMINARY**
) **APPROVAL OF CLASS**
) **SETTLEMENT**

) Hearing Date: June 30, 2023

) Hearing Time: 10:30 a.m.

) Judge: Hon. Carolyn M. Caietti

) Dept: 70

) Action Filed: December 17, 2021

) Trial Date: Not Set

1 I, Elijah Wilkinson, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. I have worked for Defendant Legoland California, LLC ("Legoland") in California since
10 November of 2018 and have been classified by Legoland as a non-exempt employee during this
11 time period.
12

13 4. I retained the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, who are
14 experienced in both class action & PAGA representative action litigation and claims against
15 employers for violations of the California Labor Code. I have no personal relationship or family
16 ties to my attorneys or any officer of the Court. I am not aware of having any actual or potential
17 conflicts of interest with another member of the class in this case nor am I aware of having any
18 actual or potential conflicts of interest with ILYM, the settlement administrator. I am not aware
19 of any other pending matter or action asserting claims that will be extinguished or adversely
20 affected by this settlement.
21

22 5. I decided to file this class action lawsuit for the benefit of myself and other current
23 and former non-exempt employees who worked for Legoland and be a class representative
24 because I felt that my legal rights as an employee and others like me were violated. For
25 example, I had to use my personal cell phone for work-related purposes but was not reimbursed
26 by Legoland for the reasonable expenses I incurred by using my cell phone for work-related
27

1 issues. I was required, for example, to download an app on my phone called "When to Work"
2 which was used for scheduling purposes and also used by management to provide employees
3 with necessary communications and policy updates. I would also receive text messages while off
4 the clock from management and felt I was expected to respond promptly. Not only was I not
5 reimbursed for the cell phone expenses I incurred, I was also not paid any wages for the time I
6 spent responding to my supervisors while off the clock when they texted me with work-related
7 issues. I also was not paid for the time I spent undergoing COVID-19 screenings and security
8 checks. Also, from time to time I did not receive compliant meal and rest breaks because, for
9 example, I was required to keep my radio on at all times and be ready to respond immediately to
10 work issues and sometimes I was contacted during my meal or rest breaks which should have
11 been duty-free.
12

13
14 6. I spoke to my attorneys several times and discussed how Legoland implemented its
15 company policies and procedures. I also assisted my attorneys in their investigation into my
16 claims by providing them documents and answering their questions. I reviewed the complaint
17 before it was filed and after it was filed I was given access to an electronic file sharing program
18 that alerted me via email when important documents were filed so that I could review them and
19 keep up with the developments in the case which I understood was one of my duties as a class
20 representative. I would also contact my attorneys from time to time if I had any questions about
21 the case.
22

23 7. Even though this action is in the process of settling, I was and remain prepared to
24 perform all the duties of a class representative. I understand that as a class representative I have
25 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent non-
26 exempt employees who worked for Legoland during the class period. I have understood that as a
27

1 fiduciary, I have a duty to prosecute this action for the benefit of the members of the class and
2 surrender any right to compromise the group action for an individual gain.

3 8. I understood that being a plaintiff/class representative in this case meant that I
4 was seeking damages not only for myself but also other current and/or former non-exempt
5 employees working for Legoland in California. I felt that this group of employees were not
6 aware of their labor law rights and even if they were they would probably be apprehensive about
7 speaking up or even simply because of the time, effort and risk involved in filing a class action
8 lawsuit.

9
10 9. I understood that being a part of this lawsuit involved risks. For example, my
11 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
12 pay for all or part of the attorney fees and costs paid by Legoland to defend this lawsuit. Also, I
13 knew there was a risk that future employers, if they ever found out about this lawsuit, could hold
14 it against me or downgrade me as a potential hire. As one of only two named Plaintiffs in this
15 case it would not be difficult for a future employer to become aware that I sued my employer for
16 labor law violations. Ultimately I decided these risks were worth it and decided to fight for my
17 rights and the rights of others regardless of the risks, time and effort I spent on this case.

18
19 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
20 kept up to date on important developments by reviewing court filings that were made available to
21 me electronically as I described above.

22
23 11. A mediation took place on October 21, 2022 with David A. Rotman, an
24 experienced mediator of wage and hour class actions. The mediation was not successful in terms
25 of resulting in a settlement. A second mediation with Mr. Rotman occurred on December 12,
26 2022. Following the all-day mediation session, the parties agreed to settle the action based on a

mediator's proposal. I communicated with my attorneys regarding the terms of the settlement which was reached between the parties and understood that I was representing absent class members and therefore wanted the best possible result to be obtained for the class and I believe a very positive result was in fact achieved via settlement. I reviewed and signed the Memorandum of Understanding on December 13, 2022 and when the final settlement papers were ready, I closely reviewed the Settlement Agreement which I signed on February 22, 2023.

12. I have been actively involved with this class action lawsuit performing the duties described above. Although I did not keep time records, I was in regular contact with my attorneys, reviewed court filings, and spent a significant amount of time on the issues presented during the lawsuit and in the settlement process. I estimate that I spent approximately 30-40 hours working on this case up until this point. I believe I have been diligent and have done what is expected of a named plaintiff and a proposed class representative to date, and will continue to do so. I have and always will maintain the best interest of the class.

13. My attorneys explained to me that the settlement process involves a two-step review by the Court to determine whether the settlement is fair before approving the settlement. I know this process also involves notifying all class members of the settlement terms and of their rights to make a claim for their settlement share, to opt out of the settlement or to object to the settlement.

14. I believe I did the right thing by filing this case on behalf of the class members who, subject to court approval, are in line to receive monetary payments as a result of this case and settlement. This is money they may never have ever gotten if I did not pursue this action on their behalf. I feel significant personal satisfaction to know that I played a role in the class members being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that

1 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
2 compensation for the work I performed and the risks I undertook.

3 15. As part of the settlement it was necessary for me to sign a general release of all
4 claims I may have against Legoland. I believe the Class Representative Service Payment I have
5 requested provides me with some compensation for this agreed release.
6

7 16. I have not entered into any undisclosed agreements nor have I received any
8 undisclosed compensation in this case. The only compensation I will receive is whatever amount
9 the Court awards as a service payment, as well as my share as a class member of the settlement
10 fund.
11

12 17. In light of all the time and effort I have spent on this case, the risk I undertook by
13 suing my employer, the exposure to being responsible for paying Legoland's costs in the event
14 we did not win the case, the reputational risk that future employers may hold this lawsuit against
15 me, the general release, and in light of the size of the settlement, I believe the request for \$10,000
16 as a Class Representative service payment is fair and reasonable.

17 I declare under penalty of perjury under the laws of the State of California that the
18 foregoing is true and correct.

19 Executed on May 17, 2023, at Perris, Ca.
20 (city, state)

21 *Elijah Wilkinson*

Elijah Wilkinson (May 17, 2023 23:40 PDT)

22 Elijah Wilkinson
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