

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Website: www.bamlawca.com

11 Email: Kyle@bamlawca.com

12 Attorneys for Plaintiffs

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

SIERRA STEELE, an individual, and
ELIJAH WILKINSON, an individual, on
behalf of themselves` and on behalf of all
persons similarly situated,

Plaintiffs,

v.

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

Defendants.

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

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Hearing Date: November 17, 2023

Hearing Time: 10:30 a.m.

Judge: Hon. Carolyn M. Caietti

Dept.: C-70

Action Filed: December 17, 2021

Trial Date: Not yet set

Plaintiffs Sierra Steele and Elijah Wilkinson, individually, and on behalf of each of the
Participating Class Members, the State of California, and the Affected Employees, has filed a motion
for final approval of the Parties' Class Action and PAGA Settlement Agreement ("Agreement") in the
above-referenced action. Plaintiffs' motion for final approval came on regularly for hearing on

1 November 17, 2023, in Department C-70 of the Superior Court of the State of California, County of
2 San Diego, located at 330 West Broadway, San Diego, California 92101, before the Honorable
3 Carolyn M. Caietti. Plaintiffs and the Participating Class Members were represented by their counsel,
4 Blumenthal Nordrehaug Bhowmik De Blouw LLP. (“Class Counsel”). Defendant LEGOLAND
5 California, LLC (“Defendant”) was represented by its counsel, DLA Piper LLP (US).

6 The Court has: (1) reviewed and considered the terms and conditions of the proposed
7 Settlement; (2) reviewed and considered the results of the Notice of Settlement mailed to Class
8 Members in accordance with the Court’s Order Granting Preliminary Approval of Class and Private
9 Attorneys General Act Settlement and Notice Procedures entered on August 4, 2023 (the “Preliminary
10 Approval Order”); (3) reviewed and considered the application for Class Counsel Fees, Class Counsel
11 Litigation Costs, and Class Representative Service Payments; (4) held a Final Approval Hearing;
12 (5) taken into account the presentations and other proceedings at the Final Approval Hearing; and (6)
13 considered the Settlement in the context of all prior proceedings had in this Action.

14 Based thereon, the Court enters the following **FINDINGS** and **CONCLUSIONS**:

15 A. Capitalized terms used in this Order that are not otherwise defined herein shall have
16 the meaning assigned to them in the Agreement.

17 B. The Court has subject-matter jurisdiction over the Action and all acts within the Action,
18 and over all the Parties to the Action, including Plaintiffs, Defendant, the State of California,
19 Participating Class Members, and Affected Employees.

20 C. Pursuant to the Preliminary Approval Order and according to the Declaration of
21 Cassandra Polites, the court-appointed Administrator, ILYM Group, Inc., mailed by First Class U.S.
22 Mail a Notice of Settlement in the form attached as Exhibit A to the Agreement to all Class Members.
23 The Notice of Settlement fairly and adequately advised Class Members of the terms of the proposed
24 Settlement, of the preliminary approval of the proposed Settlement, of their right to receive their shares
25 of the Settlement, of the scope and effect of the Released Class Claims, of their rights and obligations
26 relating to opting out of or objecting to the Settlement, of the date of the Final Approval Hearing, and
27 of their right to appear at the Final Approval Hearing. Class Members had adequate time to consider
28 this information and to use the procedures identified in the Notice of Settlement. The Court finds and

1 determines that this notice procedure afforded adequate protections to Class Members and provides
2 the basis for the Court to make an informed decision regarding approval of the Settlement based on
3 the responses of Class Members. The Court finds and determines that the Notice of Settlement
4 provided to Class Members was the best notice practicable, which satisfied the requirements of law
5 and due process.

6 D. The Court finds that Plaintiffs' notice of the proposed Settlement submitted to the
7 California Labor and Workforce Development Agency ("LWDA") was sufficient and valid pursuant
8 to California Labor Code section 2699(*l*). The LWDA has not filed any document related to this Action
9 with the Court.

10 E. The Settlement is in all respects fair, reasonable, adequate, and proper, and in the best
11 interests of the Participating Class Members. In reaching this conclusion, the Court considered a
12 number of factors, including: (1) the strength of Plaintiffs' claims; (2) the risk, expense, complexity,
13 and likely duration of further litigation; (3) the amount offered in settlement; (4) the extent of discovery
14 completed and the stage of the proceedings; (5) the experience and views of Class Counsel and
15 Defense Counsel; and (6) the reaction of the Class Members to the proposed Settlement. The Court
16 finds that the Settlement offers significant monetary recovery to all Participating Class Members, and
17 finds that such recovery is fair, reasonable, and adequate when balanced against the risk of further
18 litigation related to damages issues. The Court further finds that counsel for the Parties engaged in
19 sufficient investigation, research, and informal discovery such that Class Counsel and Defense
20 Counsel were able to reasonably evaluate their respective positions at the time of settlement. The Court
21 finds that the Settlement will avoid substantial additional costs by all Parties, as well as avoid the risks
22 and delay inherent to further prosecution of the Action. The Court further finds that the Settlement has
23 been reached as the result of serious and non-collusive arms-length negotiations. The Court further
24 finds that the relief provided for under the Private Attorneys General Act ("PAGA") is genuine,
25 meaningful, and consistent with PAGA's underlying purpose of benefitting the public. Thus, the Court
26 finally approves the Settlement set forth in the Agreement and finds that the Settlement is, in all
27 respects, fair, reasonable, and adequate. Accordingly, the Court directs the Parties to effectuate the
28 Settlement according to its terms.

1 F. In the Preliminary Approval Order, the Court conditionally certified the Released Class
2 Claims on behalf of the Class Members for settlement purposes. In response to the Notice of
3 Settlement, one (1) Class Member objected to the Settlement and three (3) Class Members requested
4 exclusion from the Settlement. The Court deems the response to the Notice of Settlement to be an
5 endorsement of the fairness, adequacy and reasonableness of the Settlement.

6 On the basis of the foregoing findings and conclusions, as well as the submissions and
7 proceedings referred to above, **NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED,**
8 **and DECREED:**

9 1. Plaintiffs' motion for final approval of the Settlement is **GRANTED**. The Settlement
10 is hereby approved as fair, reasonable, adequate, and in the best interests of the Participating Class
11 Members, and the requirements of due process have been satisfied. The Parties are ordered and
12 directed to effectuate the Settlement according to its terms.

13 2. The Court, having found that each of the elements of California Code of Civil
14 Procedure section 382 are satisfied, certifies the following Participating Class Members regarding the
15 Class Claims: all individuals employed by Defendant in the State of California in non-exempt
16 positions at any time during the Class Period, *i.e.*, from December 17, 2017 through and including
17 February 12, 2023, who did not opt out of the Settlement. However, if any individual employed by
18 Defendant in a non-exempt position during the Class Period signed a severance agreement during the
19 Class Period and was not subsequently rehired by Defendant, individuals are not Participating Class
20 Members. The following individuals are excluded from the Class: Blake Hafner, Megan Nowosad and
21 Michael Millsap.

22 3. The Court received one (1) objection from Richard Chmielewski which is attached as
23 Exhibit B to the Declaration of Cassandra Polites. The Court has considered the objection and
24 overrules the objection for the reasons set forth in the Motion for Final Approval.

25 4. Participating Class Members shall be subject to all of the provisions of the Agreement,
26 and this Final Approval Order and Judgment to be entered by the Clerk of the Court, as set forth herein,
27 including with respect to the Released Class Claims.
28

1 5. For purposes of this Final Approval Order and this Settlement, the Court hereby
2 confirms the appointment of ILYM Group, Inc. as the Administrator to administer the Settlement as
3 more specifically set forth in the Agreement, and further finally approves Administration Expenses,
4 as fair and reasonable, of Sixty Thousand Dollars (\$60,000).

5 6. For purposes of this Final Approval Order and this Settlement, the Court hereby
6 confirms the appointment of Plaintiffs as the Class Representatives for the Participating Class
7 Members. The Court finally approves the Class Representative Service Payments, as fair and
8 reasonable, to Plaintiffs in the amount of Ten Thousand Dollars (\$10,000) each. The Court hereby
9 orders the Administrator to distribute the Class Representative Service Payments to Plaintiffs in
10 accordance with this Order and the provisions of the Settlement.

11 7. For purposes of this Final Approval Order and this Settlement, the Court hereby
12 appoints Class Counsel, Blumenthal Nordrehaug Bhowmik De Blouw LLP, to represent the
13 Participating Class Members. The Court finally approves the payment of Class Counsel Fees in the
14 amount of Two Million Dollars (\$2,000,000) to Class Counsel as fair and reasonable. The Class
15 Counsel Fees shall fully satisfy all legal fees for all attorneys representing Plaintiffs in the Actions.
16 No other attorneys or law firms shall be entitled to any award of attorneys' fees from Defendant in
17 any way connected with the Actions. The Court hereby orders the Administrator to distribute the Class
18 Counsel Fees to Class Counsel, in accordance with the provisions of this Order and the Agreement.

19 8. For purposes of this Final Approval Order and this Settlement, the Court finally
20 approves the payment of Class Counsel Litigation Costs in the amount of Forty Thousand Dollars
21 (\$40,000) to Class Counsel as fair and reasonable. The Class Counsel Litigation Costs shall fully
22 satisfy all Class Counsel Litigation Costs incurred by the attorneys representing Plaintiffs in the
23 Actions. No other attorneys or law firms shall be entitled to any award of costs from Defendant in any
24 way connected with the Actions. The Court hereby orders the Administrator to distribute the Class
25 Counsel Litigation Costs to Class Counsel, in accordance with the provisions of this Order and the
26 Agreement.

27 9. For purposes of this Final Approval Order and this Settlement, the Court hereby
28 approves the PAGA Settlement Amount in the amount of Two Hundred Thousand Dollars (\$200,000)

1 as fair and reasonable. Pursuant to the terms of the Agreement, seventy-five percent (75%) of the
2 PAGA Settlement Amount (*i.e.*, \$150,000) shall be distributed to the LWDA, and twenty-five percent
3 (25%) of the PAGA Settlement Amount (*i.e.*, \$50,000) shall be distributed to the Affected Employees.
4 Payment of the PAGA Settlement Amount shall resolve all claims for civil penalties under PAGA for
5 the Released PAGA Claims. The Court hereby orders the Administrator to distribute the LWDA
6 PAGA Payment to the LWDA and to distribute the Individual PAGA Payments to the Affected
7 Employees in accordance with the provisions of this Order and the Agreement.

8 10. For purposes of this Final Approval Order and this Settlement, the Court hereby
9 approves the Individual Class Payments in the aggregate amount of Three Million Six Hundred Eighty
10 Thousand Dollars (\$3,680,000) as fair, reasonable, and adequate. The Court hereby orders the
11 Administrator to distribute the Individual Class Payments to Participating Class Members in
12 accordance with the provisions of this Order and the Agreement.

13 11. Any checks issued to Participating Class Members or Affected Employees shall remain
14 valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance
15 and then shall become void on the 181st day after mailing, *i.e.*, the Void Date. Any re-mailed or re-
16 issued check shall remain valid and negotiable for one hundred and eighty (180) calendar days from
17 the date the original check was mailed. Any unclaimed funds resulting from Class Members' failure
18 to cash Individual Class Payment checks and/or Individual PAGA Payment checks by the Void Date
19 shall be transmitted by the Administrator to the Cy Pres Recipient, California Alliance of Boys & Girls
20 Clubs, Inc. ("Boys & Girls Clubs"), with the funds designated to be used in California for the Boys &
21 Girls Clubs' Workforce Readiness program/job training, within fourteen (14) calendar days of the
22 Void Date. The Court approves the Cy Pres Recipient as an appropriate recipient of these funds. Any
23 refunded employee-side payroll taxes corresponding to the Wage Portion of any uncashed Individual
24 Class Payment checks shall be transmitted by the Administrator to the Cy Pres Recipient within
25 fourteen (14) calendar days of the Administrator's receipt of the refunded employee-side payroll taxes.
26 Any refunded employer-side payroll taxes corresponding to the Wage Portion of any uncashed
27 Individual Class Payment checks shall be returned to Defendant within fourteen (14) calendar days of
28 the Administrator's receipt of the refunded employer-side payroll taxes.

1 12. As of the Effective Date, Plaintiffs shall be deemed to have provided a Complete and
2 General Release to the Released Parties.

3 13. As of the Effective Date, Plaintiffs – individually and on behalf of the State of
4 California and Affected Employees – shall be deemed to have fully and irrevocably released the
5 Released Parties from the Released PAGA Claims, as defined in the Agreement, which are any and
6 all claims, rights, demands, and liabilities of every nature and description, whether known or unknown,
7 for civil penalties that were asserted or that could have been asserted based on the facts alleged in the
8 Actions, including the initial and/or the Operative Complaint, that arose during the PAGA Period,
9 including, but not limited to, claims for civil penalties for alleged violations of California Labor Code
10 sections 201-204, 210, 221, 226, 226.7, 227.3, 246, 351, 510, 512, 558, 1194, 1197, 1197.1, 1198,
11 2802, violations of California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B),
12 California Code of Regulations, Title 8, Section 11070(14), and violations of the applicable IWC
13 Wage Order(s), and attorneys’ fees and costs incurred to prosecute the PAGA claims in the Actions
14 on behalf of Affected Employees. The Released PAGA Claims do not include other PAGA claims,
15 underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment
16 insurance, disability and worker’s compensation, and claims outside of the PAGA Period. Plaintiffs,
17 the State of California, and Affected Employees will release such Released PAGA Claims for the
18 PAGA Period, *i.e.*, from July 23, 2020 through and including February 12, 2023. Plaintiffs, the State
19 of California, and Affected Employees may discover facts in addition to or different from those they
20 now know or believe to be true with respect to the subject matter of the Released PAGA Claims, but
21 upon the Effective Date, they shall be deemed to have – and by operation of this Final Approval Order
22 and Judgment, they shall have – fully, finally, and forever settled and released any and all of the
23 Released PAGA Claims. On behalf of the State of California and all Affected Employees, Plaintiffs
24 agree that, as of the Effective Date, Plaintiffs, the State of California, and all Affected Employees are
25 hereby forever barred and enjoined from prosecuting the Released PAGA Claims against the Released
26 Parties.

27 14. As of the Effective Date, Plaintiffs and each of the Participating Class Members shall
28 be deemed to have fully and irrevocably released the Released Parties from the Released Class Claims,

1 as defined in the Agreement, which are any and all claims, rights, demands, and liabilities of every
2 nature and description, whether known or unknown, suspected or unsuspected, arising under federal,
3 state, or local law, that were asserted or that could have been asserted based on the facts alleged in the
4 initial and/or Operative Complaint, that arose during the Class Period, including: (a) unlawful and
5 unfair competition in violation of California Business and Professions Code section 17200 *et seq.*; (b)
6 failure to pay minimum and overtime wages for all time worked in violation of California Labor Code
7 sections 510, 1194, 1197, 1197.1, and 1198, including off-the-clock time spent (i) waiting for and
8 submitting to loss prevention inspections; (ii) waiting in line in order to pass through security
9 checkpoints; (iii) waiting in line before clocking in; and (iv) waiting in line for mandatory temperature
10 checks; (c) failure to pay overtime wages in violation of California Labor Code sections 510, 1194,
11 and 1198, including but not limited to failure to pay overtime wages at the correct regular rate of pay;
12 (d) failure to provide meal periods or pay meal period premiums in violation of California Labor Code
13 sections 226.7 and 512 and the applicable Industrial Welfare Commission (“IWC”) Wage Order; (e)
14 failure to authorize and permit rest periods or pay rest period premiums in violation of California
15 Labor Code section 226.7 and the applicable IWC Wage Order; (f) failure to provide accurate itemized
16 wage statements in violation of California Labor Code section 226; (g) failure to pay all wages due
17 upon termination of employment in violation of California Labor Code sections 201-203; (h) failure
18 to pay employees within 7 days of the close of the payroll period in violation of California Labor Code
19 section 204; (i) failure to pay all sick pay due in violation of California Labor Code sections 201-203
20 and 246; (j) unlawful deductions from compensation in violation of California Labor Code section
21 221; (k) failure to reimburse employees for business expenses in violation of California Labor Code
22 section 2802; (l) failure to pay reporting time pay as required by the applicable IWC Wage Order; (m)
23 attorneys’ fees and costs incurred to prosecute the Actions on behalf of Class Members; and (n) any
24 other derivative remedies, penalties, and interest available under the law based on the facts alleged in
25 the Actions. Except as expressly set forth in the Agreement, Participating Class Members do not
26 release any other claims, including claims for vested benefits, wrongful termination, violation of the
27 Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’
28 compensation, or claims based on facts occurring outside the Class Period. Participating Class

1 Members will release such Released Class Claims for the Class Period, *i.e.*, from December 17, 2017
2 through and including February 12, 2023. Plaintiffs and Participating Class Members may discover
3 facts in addition to or different from those they now know or believe to be true with respect to the
4 subject matter of the Released Class Claims, but upon the Effective Date, they shall be deemed to have
5 – and by operation of this Final Approval Order and Judgment, they shall have – fully, finally, and
6 forever settled and released any and all of the Released Class Claims. On behalf of all Participating
7 Class Members, Plaintiffs agree that, as of the Effective Date, Plaintiffs and all Participating Class
8 Members are hereby forever barred and enjoined from prosecuting the Released Class Claims against
9 the Released Parties.

10 15. The terms of the Agreement, and this Final Approval Order and Judgment, are binding
11 on Plaintiffs, the State of California, Participating Class Members, and the Affected Employees, and
12 those terms shall have, to the fullest extent permitted by law, *res judicata* and other preclusive effect
13 in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of
14 Participating Class Members, the State of California, and Affected Employees, to the extent those
15 claims, lawsuits or other proceedings fall within the scope of Released Class Claims and/or Released
16 PAGA Claims as set forth in the Agreement.

17 16. Neither this Final Approval Order and Judgment, the Agreement, nor any document
18 referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be
19 used as an admission by or against Defendant or any of the other Released Parties of any fault,
20 wrongdoing, or liability whatsoever. Nor is this Final Approval Order and Judgment a finding of the
21 validity of any of the Released Class Claims or Released PAGA Claims or of any wrongdoing by
22 Defendant or any of the other Released Parties. The entering into or carrying out of the Agreement,
23 and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed
24 to be evidence of, an admission or concession with regard to the denials or defenses by Defendant or
25 any of the other Released Parties and shall not be offered in evidence against Defendant or any of the
26 Released Parties in any action or proceeding in any court, administrative agency or other tribunal for
27 any purpose whatsoever other than to enforce the provisions of this Final Approval Order and
28 Judgment, the Agreement, or any related agreement or release. Notwithstanding these restrictions, any

1 of the Released Parties may file in the above-captioned action or in any other proceeding this Final
2 Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action
3 as evidence of the Settlement and to support a defense of *res judicata*, collateral estoppel, release,
4 waiver, or other theory of claim preclusion, issue preclusion, or similar defense.

5 17. In the event that the Settlement does not become final and effective in accordance with
6 the terms of the Agreement, then this Final Approval Order and Judgment and all orders entered in
7 connection herewith, shall be rendered null and void and be vacated. Moreover, any funds tendered
8 by Defendant shall be returned and/or retained by Defendant consistent with the terms of the
9 Settlement.

10 18. Without in any way affecting the finality of this Final Approval Order and Judgment,
11 this Court hereby retains continuing jurisdiction as to all matters relating to the interpretation,
12 implementation, and enforcement of the terms of the Settlement pursuant to California Code of Civil
13 Procedure section 664.6.

14 19. Within ten (10) days of this Final Approval Order and Judgment, Plaintiffs shall submit
15 a copy of this Final Approval Order and Judgment to the LWDA.

16 20. Within ten (10) days of this Final Approval Order and Judgment, the Administrator
17 shall provide notice of this Final Approval Order and Judgment to Class Members by posting this
18 Final Approval Order and Judgment on the settlement website.

19 21. After administration of the Settlement has been completed in accordance with the
20 Agreement, including the expiration of the 180-day check cashing deadline, the Administrator shall
21 provide a report to be filed with this Court certifying compliance with the terms of the Settlement.

22 22. The Administrator shall provide a declaration regarding the disbursement of Settlement
23 funds to be filed on or before September 13, 2024. The terms of the Agreement, and this Final
24 Approval Order and Judgment are binding on the Parties.

25 23. A compliance hearing is set for September 27, 2024 at 10:30 a.m.

26 24. This document shall constitute a final judgment pursuant to California Rule of Court
27 3.769(h), which provides, "If the court approves the settlement agreement after the final approval
28 hearing, the court must make and enter judgment. The judgment must include a provision for the

1 retention of the court’s jurisdiction over the parties to enforce the terms of the judgment. The court
2 may not enter an order dismissing the action at the same time as, or after the entry of judgment.”

3 **IT IS SO ORDERED.**

4
5 Dated: _____

6 Judge of the Superior Court
Hon. Carolyn M. Caietti