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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 SIERRA STEELE**
) **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, Sierra Steele, 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 March of 2019 and have been classified by Legoland as a non-exempt employee during this time
11 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 example,
25 from time to time I did not receive duty-free meal and rest breaks because I was required to keep
26 my radio on at all times and be ready to respond immediately to work issues and sometimes I
27

1 was contacted during my meal or rest breaks which should have been duty-free. I also had to use
2 my personal cell phone for work-related purposes, such as scheduling, but was not reimbursed by
3 Legoland for the reasonable expenses I incurred by using my cell phone for work-related issues.
4 I also was not paid for the time I spent undergoing COVID-19 screenings and security checks as
5 these were done off the clock.
6

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

16 7. Even though this action is in the process of settling, I was and remain prepared to
17 perform all the duties of a class representative. I understand that as a class representative I have
18 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent non-
19 exempt employees who worked for Legoland during the class period. I have understood that as a
20 fiduciary, I have a duty to prosecute this action for the benefit of the members of the class and
21 surrender any right to compromise the group action for an individual gain.
22

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

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

12 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
13 kept up to date on important developments by reviewing court filings that were made available to
14 me electronically as I described above.
15

16 11. A mediation took place on October 21, 2022 with David A. Rotman, an
17 experienced mediator of wage and hour class actions. The mediation was no successful in in
18 terms of resulting in a settlement. A second mediation with Mr. Rotman occurred on December
19 12, 2022. Following the all-day mediation session, the parties agreed to settle the action based
20 on a mediator's proposal. I communicated with my attorneys regarding the terms of the
21 settlement which was reached between the parties and understood that I was representing absent
22 class members and therefore wanted the best possible result to be obtained for the class and I
23 believe a very positive result was in fact achieved via settlement. I reviewed and signed the
24 Memorandum of Understanding on December 13, 2022 and when the final settlement papers
25 were ready, I closely reviewed the Settlement Agreement which I signed on February 22, 2023.
26
27

1 12. I have been actively involved with this class action lawsuit performing the duties
2 described above. Although I did not keep time records, I was in regular contact with my
3 attorneys, reviewed court filings, and spent a significant amount of time on the issues presented
4 during the lawsuit and in the settlement process. I estimate that I spent approximately 40-50
5 hours working on this case up until this point. I believe I have been diligent and have done what
6 is expected of a named plaintiff and a proposed class representative to date, and will continue to
7 do so. I have and always will maintain the best interest of the class.

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

15 14. I believe I did the right thing by filing this case on behalf of the class members who,
16 subject to court approval, are in line to receive monetary payments as a result of this case and
17 settlement. This is money they may never have ever gotten if I did not pursue this action on their
18 behalf. I feel significant personal satisfaction to know that I played a role in the class members
19 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
20 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
21 compensation for the work I performed and the risks I undertook.

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

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

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

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

Executed on May 17, 2023, at Oceanside, CA.
(city, state)



Sierra Steele (May 17, 2023 23:37 PDT)

Sierra Steele