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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO

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

18 Plaintiff,

19 vs.

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

23 Defendants.

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

**DECLARATION OF KYLE NORDREHAUG
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, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel of record for Plaintiff Sierra Steele and Elijah Wilkinson ("Plaintiffs") in this matter. As
4 such, I am fully familiar with the facts, pleadings and history of this matter. The following facts are
5 within my own personal knowledge, and if called as a witness, I could testify competently to the
6 matters stated herein.

7 2. This declaration is being submitted in support of the motion for preliminary approval
8 of the proposed class action settlement with Defendant LEGOLAND California, LLC
9 ("Defendant"), and seeks entry of an order: (1) preliminarily approving the proposed settlement of
10 this class action with Defendant; (2) for settlement purposes only, conditionally certifying the Class,
11 which is comprised of "all individuals employed by Defendant in the State of California in a
12 non-exempt position during the Class Period" of December 17, 2017 through and including
13 February 12, 2023 (excluding certain individuals who signed a severance agreement during the
14 Class Period and were not subsequently rehired by Defendant); (3) provisionally appointing
15 Plaintiffs as the representatives of the Class; (4) provisionally appointing Norman B. Blumenthal,
16 Kyle R. Nordrehaug and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP
17 as Class Counsel for the Class; (5) approving the form and method for providing class-wide notice;
18 (6) directing that notice of the proposed settlement be given to the Class; (7) appointing ILYM
19 Group as Administrator, and (8) scheduling a final approval hearing date for November 17, 2023 to
20 consider Plaintiffs' motion for final approval of the settlement and entry of the Judgment, and
21 Plaintiffs' motion for approval of attorneys' fees and expenses. Attached hereto as Exhibit #1 is a
22 copy of the fully executed Class Action and PAGA Settlement Agreement ("Agreement") along
23 with exhibits thereto. The form of the Agreement is based upon the Los Angeles County Superior
24 Court model form for a class and PAGA settlement. This Declaration incorporates by reference the
25 definitions in the Agreement, and all terms defined therein shall have the same meaning as set forth
26 in the Agreement.

1 Fairness of Settlement

2 3. As consideration for this Settlement, the Gross Settlement Amount is Six Million
3 Dollars and Zero Cents (\$6,000,000.00) to be paid by Defendant, as set forth in the Agreement.
4 The Gross Settlement Amount will settle all issues pending in the Action between the Parties and
5 will be made in full and final settlement of the Released Class Claims in exchange for the payments
6 to Participating Class Members from the Net Settlement Amount, and includes (a) the costs of
7 administration of the settlement, (b) all attorneys' fees and costs, (c) Class Representative Service
8 Payment, and (d) the PAGA Settlement Amount to the LWDA and the Affected Employees.
9 (Agreement at ¶ 1.22.) The Gross Settlement Amount does not include the employer's share of
10 payroll taxes which will be separately paid by Defendant. (Id.) The Settlement is all-in with no
11 reversion to Defendant and no need to submit a claim form. (Id.)

12 4. The relief provided in the Settlement will benefit all members of the Class. The
13 Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any way.
14 Payments to the Class Members are all determined under a neutral methodology. Each
15 Participating Class Member will receive the same opportunity to participate in and receive payment
16 through a neutral formula that is based upon the weeks worked by that individual.

17 5. On October 21, 2022, the Parties participated in an all-day mediation session
18 presided over by David A. Rotman, Esq., a respected and experienced mediator of wage and hour
19 class actions. The Parties did not settle at the October 21, 2022. However, on December 12, 2022,
20 the Parties participated in a second all-day mediation session presided over by Mr. Rotman. In
21 preparation for the mediation sessions, Defendant provided Class Counsel with necessary
22 information for the members of the Class, including time data, payroll data and data concerning the
23 composition of the Class. Plaintiffs analyzed the data with the assistance of damages expert, Berger
24 Consulting, and prepared and submitted a mediation brief and damage valuation to the mediator. At
25 the conclusion of the second all-day mediation session, the Parties agreed to this Settlement. The
26 final settlement terms were negotiated and set forth in the Agreement now presented for this Court's
27 approval. Plaintiffs and Class Counsel believe that this Settlement is fair, reasonable and adequate.

28 6. For the estimated 8,194 Class Members who collectively worked an estimated

1 329,026 Workweeks, the Gross Settlement Amount provides a value of \$732.24 per Class Member
2 and \$18.23 per Workweek and after deductions the Net Settlement Amount provides an average
3 recovery of \$449.11 per Class Member and a recovery of \$11.18 per Workweek. The calculations
4 to compensate for the amount due to the Class Members at the time this Settlement was negotiated
5 were calculated by Plaintiffs' expert, Berger Consulting, in advance of mediation. For the
6 individuals whose claims are at issue in this Action, Plaintiffs analyzed the data for putative class
7 members and determined the potential maximum damages for the class claims. For the Class,
8 Plaintiffs evaluated that the claim for unpaid wages due to the miscalculation of the regular rate was
9 potentially \$74,007; the allege unpaid wages due to *Ferra* miscalculation as to sick pay and meal
10 period premiums was \$124,267; the maximum potential meal period damages, after deducting meal
11 premiums paid by Defendant, were estimated to be \$292,382; the maximum potential rest period
12 damages, after deducting rest period premiums paid by Defendant, were estimated to be
13 \$4,821,899; the maximum potential damages for unpaid wages and off the clock work were
14 estimated to be \$2,713,389; and the maximum potential damages for failure to provide expense
15 reimbursement were calculated to be \$1,020,595. In total, the damages for the Class were
16 calculated to have a maximum potential total value of \$9,046,538. In addition, Plaintiffs calculated
17 that the maximum value of the potential waiting time penalties were between \$2,260,980 and
18 \$17,417,414, depending on the predicate violation, and the maximum value of the potential wage
19 statement penalties were between \$3,782,550 and \$9,406,050, depending on the predicate
20 violation.¹ Consequently, the Gross Settlement Amount represents more than 66% of the value of
21 the potential maximum damages at issue for the Class in this case, assuming these amounts could

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25 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
26 226, at mediation Plaintiffs recognized that these claims were subject to additional defenses asserted
27 by Defendant, including, but not limited to, a good faith dispute defense as to whether any premium
28 wages for meal or rest periods or other wages were owed given Defendant's position that Plaintiffs
were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010)
("There is no willful failure to pay wages if the employer and employee have a good faith dispute as
to whether and when the wages were due.").

1 all be proven in full at trial.² The above maximum calculations should then be adjusted in
2 consideration for both the risk of class certification and the risk of establishing class-wide liability
3 on all claims. Given the amount of the Settlement as compared to the potential value of the claims,
4 the Settlement is most certainly fair and reasonable.

5
6 Procedural History of the Litigation

7 7. On December 17, 2021, Plaintiff Steele filed a Class Action Complaint against
8 Defendant in the Superior Court of the State of California, County of San Diego. The Class Action
9 asserted claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code
10 §§ 17200, et seq.; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194,
11 1197 & 1197.1; (3) failure to pay overtime wages in violation of Cal. Labor Code § 510; (4) failure
12 to provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to
13 provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to
14 provide accurate itemized wage statements in violation of California Labor Code § 226; (7) failure
15 to provide wages at termination in violation of Cal. Lab. Code § 201, 202, and 203; (8) failure to
16 pay employees within 7 days of the close of the payroll period in violation of California Labor Code
17 section 204; (9) failure to pay all sick pay due in violation of California Labor Code sections 201-
18 203 and 246; (10) unlawful deductions from compensation in violation of California Labor Code
19 section 221; and, (11) failure to reimburse employees for required expenses in violation of
20 California Labor Code § 2802. On March 7, 2022, Defendant filed an Answer to Plaintiff Steele's
21 Class Action Complaint asserting fifteen (15) affirmative defenses.

22 8. On July 23, 2021 Plaintiff Steele commenced the PAGA Action by filing a PAGA
23 Notice with the LWDA notifying the agency of her intent to bring a PAGA representative action
24 against Defendant for violation of Labor Code sections 201-204, 210, 221, 226, 226.7, 227.3, 246,
25 351, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, violations of California Code of Regulations,

26 _____
27 ² Because the PAGA claim does not provide a recovery to the Class, Plaintiffs have not included
28 the PAGA claim in this discussion of the class claim valuation. The PAGA claim is addressed below
at ¶ 33.

1 Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section
2 11070(14), and violations of the applicable IWC Wage Order(s). On December 20, 2021, Plaintiff
3 Steele filed a separate PAGA Action Complaint against Defendant in the Superior Court of the
4 State of California, County of San Diego, alleging one cause of action for civil penalties pursuant to
5 Labor Code section 2699, et seq. for alleged violations of Labor Code sections 201, 202, 203, 204,
6 210, 221, 226, 226.7, 227.3, 246, 351, 510, 512, 558 (excluding 558(a)(3)), 1194, 1197, 1197.1,
7 1198, 2802, California Code of Regulations Title 8, Section 11040, Subdivision 5(A)-(B). On
8 November 21, 2022, Defendant filed an Answer to Plaintiff Steele's Representative Action
9 Complaint asserting twenty-eight (28) affirmative defenses.

10 9. As part of the Settlement, on February 15, 2023, Plaintiffs filed a First Amended
11 Consolidated Class Action and Representative Action Complaint in the Class Action that (a) added
12 formal causes of action for: failure to pay all wages due under Labor Code sections 201-203, failure
13 to pay wages within 7 days of the close of the payroll period under Labor Code section 204, failure
14 to pay sick pay under Labor Code sections 201-203 and 246, unlawful deduction of wages under
15 Labor Code section 221, and failure to pay reporting time pay under the applicable IWC Wage
16 Order; (b) added PAGA claims against Defendant including those currently alleged in the PAGA
17 Action; and (c) added Plaintiff Wilkinson as a named plaintiff. This First Amended Consolidated
18 Class Action and Representative Action Complaint is referred to as the Operative Complaint.
19 (Agreement at ¶ 2.6.)

20 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
21 including production of documents, class data, and other information, allowing for the full and
22 complete analysis of liabilities and defenses to the claims in the Action. The information for
23 mediation obtained by Plaintiffs included: (1) time punch data sampling showing employees' meal
24 periods and their time worked; (2) Payroll data for employees; (3) Defendant's employee wage and
25 hour policies; (5) the employment files for the Plaintiffs; and, (7) samples of wage statements
26 provided by Defendant. Specifically, Defendant informally produced information and data (for the
27 time period covering December 17, 2017 through August 15, 2022) regarding the number of current
28 and former Class Members and Affected Employees (as of August 15, 2022), the total number of

workweeks worked by current and former Class Members from December 17, 2017 to August 15, 2022, the number of pay periods worked by Affected Employees from December 17, 2017 to August 15, 2022, and the number of meal and rest period premiums paid to Class Members and Affected Employees from December 17, 2017 to August 15, 2022. In addition, Defendant produced documents regarding its policies and procedures, including each version of its employee handbook in effect during 2018-2020, this included policies for timekeeping, reporting for work, meal periods, rest breaks, and payroll. In total, Defendant produced 566 pages of policy documents, along with Plaintiff Steele's personnel file, time records, and pay records, in advance of mediation. Defendant also provided Plaintiffs with a sampling of time and pay records for 471 Class Members.

(Agreement at ¶ 2.9.) As such, Class Counsel received the data and information for the Class, which was sufficient for Plaintiffs' expert to prepare the valuations of the claims for the Class.

11. Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of documents and information in connection with the Action. On October 21, 2022, the Parties participated in an all-day mediation session presided over by David A. Rotman, Esq., a respected and experienced mediator of wage and hour class actions. The Parties did not settle at the October 21, 2022. However, on December 12, 2022, the Parties participated in a second all-day mediation session presided over by Mr. Rotman. During this second day of mediation, the Parties reached an agreement to settle the Action which was memorialized in the form of a Memorandum of Understanding executed in December 2022. At all times, the negotiations were arm's length and contentious.

12. The Parties continued to negotiate the terms of the settlement and prepared the long form Agreement. Accordingly, for purposes of this Settlement, the "Class" is defined as "all individuals employed by Defendant in the State of California in a non-exempt position during the Class Period. However, if any individual employed by Defendant in a non-exempt position during the Class Period signed a severance agreement during the Class Period and was not subsequently rehired by Defendant, those Class Members shall be excluded from the Class and the class action aspects of the Settlement." (Agreement at ¶ 1.5.) The Class Period is from December 17, 2017

1 through and including February 12, 2023. (Agreement at ¶ 11.13.) The Class consists of and
2 estimated 8,194 Class Members who worked an estimated 329,026 Workweeks. Defendant
3 provided counsel with a declaration which confirmed these figures.

4 13. Although a settlement has been reached, Defendant denies any liability or
5 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
6 any purpose other than settlement, the Action are appropriate for class treatment. Defendant
7 contends, among other things, that it has correctly compensated the Class Members and complied at
8 all times with the California Labor Code, applicable Wage Order, and all other laws and
9 regulations. Further, Defendant contends that class certification would be inappropriate for any
10 reason other than for settlement. Plaintiffs contend that Defendant violated California wage and
11 hour laws. Plaintiffs further contend that the Action is appropriate for class certification on the
12 basis that the claims meet the requisites for class certification. Without admitting that class
13 certification is proper, Defendant has stipulated that the above Class may be certified for settlement
14 purposes only. (Agreement at ¶ 3.1.) The Parties agree that certification for settlement purposes is
15 not an admission that class certification would be proper if the class certification issue were
16 litigated. Further, the Agreement is not admissible in this or any other proceeding as evidence that
17 the Class could be certified absent a settlement. Solely for purposes of settling the Action, the
18 Parties stipulate and agree that the requisites for establishing class certification with respect to the
19 Class are satisfied.

20 14. Class Counsel has conducted a thorough investigation into the facts of the class
21 action. Over the course of more than a year, Class Counsel diligently evaluated the Class
22 Members' claims against Defendant. Prior to the settlement negotiations, counsel for Defendant
23 provided Class Counsel with access to necessary information for the Class. In addition, Class
24 Counsel previously negotiated settlements with other employers in actions involving nearly
25 identical issues and analogous defenses. Based on the foregoing data and their own independent
26 investigation, evaluation and experience, Class Counsel believes that the settlement with Defendant
27 on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of
28

1 the Class in light of all known facts and circumstances, including the risk of significant delay,
2 defenses asserted by Defendant, and potential appellate issues.

3
4 Settlement Terms and Plan of Allocation

5 15. The Gross Settlement Amount is Six Million Dollars (\$6,000,000). (Agreement at ¶
6 1.22.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1)
7 payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel
8 Fees and Class Counsel Litigation Costs; (3) Administration Expenses; (4) the Class Representative
9 Service Payments to Plaintiffs; and (5) the PAGA Settlement Amount. (Agreement at ¶ 1.22.) The
10 Gross Settlement Amount does not include Defendant's share of payroll taxes. (Agreement at ¶
11 3.5.) The Gross Settlement Amount shall be all-in with no reversion to Defendant. (Agreement at ¶
12 3.5.)

13 16. Within fourteen (14) days of the Effective Date, Defendant shall deposit the Gross
14 Settlement Amount and the amount of employer's share of payroll taxes with the Administrator.
15 (Agreement at ¶ 4.4.) The distribution of Individual Class Payments to Participating Class Members
16 along with the other Court-approved distributions shall be made by the Administrator within thirty
17 (30) days of the Effective Date. (Agreement at ¶ 5.1.)

18 17. The amount remaining in the Gross Settlement Amount after the deduction of
19 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, Class
20 Representative Service Payments, Class Counsel Fees, Class Counsel Litigation Costs, and the
21 Administration Expenses (called the "Net Settlement Amount") shall be allocated to Participating
22 Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.27 and 3.6.) From the Net
23 Settlement Amount, the Individual Class Payment for each Participating Class Member will be
24 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by
25 all Participating Class Members during the Class Period and (ii) multiplying the result by each
26 Participating Class Member's Workweeks. (Agreement at ¶ 3.6(e).) Workweeks will be based on
27 Defendant's records. However, Class Members will have the right to challenge the number of
28 Workweeks.

1 18. Class Members may choose to opt out of the Settlement by following the directions
2 in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not “opt out” will be
3 deemed Participating Class Members who will be bound by the Settlement and will be entitled to
4 receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Affected Employees, including
5 those who submit a Request for Exclusion, will still be paid their allocation of the PAGA
6 Settlement Amount and will remain subject to the release of the Released PAGA Claims regardless
7 of their Request for Exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will
8 advise the Class Members of their right to object to the Settlement and/or dispute their Workweeks.
9 (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

10 19. A Participating Class Member must cash his or her Individual Class Payment check
11 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within
12 180 days will be voided and any funds from such uncashed checks will be paid by the
13 Administrator to a mutually agreeable Court-approved nonprofit organization or foundation
14 consistent with California Code of Civil Procedure (“CCP”) section 384(b) (“Cy Pres Recipient”).
15 The Parties have agreed to propose California Alliance of Boys & Girls Clubs, Inc. (“Boys & Girls
16 Clubs”), with the funds designated to be used in California for the Boys & Girls Clubs’ Workforce
17 Readiness program/job training, as the Cy Pres Recipient. (Agreement at ¶ 5.4.) Neither Plaintiffs
18 nor Class Counsel have any interest in or relationship with the proposed Cy Pres Recipient, the
19 Boys & Girls Clubs. As set forth in the attached Declaration of Michelle Hill, attached hereto as
20 Exhibit #3, the Defendant also does not have any interest in or relationship with this proposed Cy
21 Pres Recipient.

22 20. Subject to Court approval, the Parties have agreed on ILYM Group to administer the
23 Settlement in this Action (“Administrator”). (Agreement at ¶ 1.2.) The Administrator will be paid
24 for settlement administration costs in an amount not to exceed \$60,000. (Agreement at ¶ 3.6(c).)

25 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
26 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees.
27 (Agreement at ¶ 3.6(b).) Class Counsel will also be allowed to apply separately for an award of
28 Class Counsel Litigation Costs in an amount not to exceed \$40,000. (Agreement at ¶ 3.6(b).)

1 Subject to Court approval, the Agreement provides for a payment of no more than \$10,000 each to
2 the Plaintiffs as the Class Representative Service Payments. (Agreement at ¶ 3.6(a).)

3 22. Subject to Court approval, Two Hundred Thousand Dollars (\$200,000) will be paid
4 from the Gross Settlement Amount for the PAGA Settlement Amount under the California Private
5 Attorneys General Act, Cal. Labor Code Section 2698, *et seq.* (“PAGA”). Pursuant to the express
6 requirements of Labor Code § 2699(i), the PAGA Settlement Amount shall be allocated as follows:
7 75% (\$150,000) shall be allocated to the Labor and Workforce Development Agency (“LWDA”) as
8 its share of the civil penalties and 25% (\$50,000) allocated to the Individual PAGA Payments to be
9 distributed to the Affected Employees based on the number of their respective PAGA Pay Periods.
10 (Agreement at ¶ 3.6(d).) As set forth in the accompanying proof of service, the LWDA has been
11 served with this motion and the Agreement.

12
13 Risks of Continued Litigation and Standards for Approval

14 23. Plaintiffs and Class Counsel recognize the expense and length of continuing to
15 litigate and trying these Action against Defendant through possible appeals which could take
16 several years. Class Counsel has also taken into account the uncertain outcome and risk of
17 litigation, especially in complex class actions such as this Action. Class Counsel is also mindful of
18 and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in
19 the Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the
20 Settlement set forth in the Agreement is in the best interest of the Class Members.

21 24. Here, a number of defenses asserted by Defendant present serious threats to the
22 claims of the Plaintiffs and the other Class Members. Defendant asserted that Defendant’s practices
23 complied with all applicable labor laws. Defendant argued that all work time was properly paid for
24 and that the work time recording practices were lawful. Defendant contended that its meal and rest
25 period policies fully complied with California law and that Defendant’s timekeeping system
26 recorded meal periods, paid for missed meal periods, and was not required to record rest periods.
27 Defendant established that it paid significant premiums for any alleged meal or rest period
28 violation. As to expense reimbursement, Defendant contended that it did not fail to provide

1 reimbursement for necessary business expenses and that claimed expenses were voluntary and
2 convenient and therefore reimbursement was not required. Defendant could argue that the Supreme
3 Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims,
4 on liability, value, and class certifiability as to the meal and rest period claims. Defendant also
5 argues that based on its facially lawful practices, they acted in good faith and without willfulness,
6 which if accepted would negate the claims for waiting time penalties and/or inaccurate wage
7 statements. If successful, Defendant's defenses could eliminate or substantially reduce any
8 recovery to the Class. While Plaintiffs believe that these defenses could be overcome, Defendant
9 maintains these defenses have merit and therefore present a serious risk to recovery by the Class.

10 25. There was also a significant risk that, if the Action was not settled, Plaintiffs would
11 be unable to obtain class certification and thereby not recover on behalf of any employees other
12 than themselves. Defendant argued that the individual experience of each putative class member
13 varied with respect to the claims. Defendant could also contest class certification by arguing injury
14 and good faith were case by case determinations that precluded class certification. Plaintiffs are
15 aware of other cases where class certification of similar claims was denied. *See e.g. Cacho v.*
16 *Eurostar, Inc.*, 43 Cal. App. 5th 885 (2019) (denying certification of rest break claims). Finally,
17 even if class certification was successful, as demonstrated by the California Supreme Court decision
18 in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to
19 overcome for a class wide recovery even where the class has been certified. While other cases have
20 approved class certification in wage and hour claims, class certification in this action would have
21 been hotly disputed and was by no means a foregone conclusion.

22 26. This settlement is therefore certainly entitled to preliminary approval. Were this
23 case to go to trial, the Plaintiffs and the other class members would need to prove, among other
24 things, that wages were owed on a class-wide basis. This was and is a substantial risk.

25 27. Plaintiffs will apply to the Court for Class Representative Service Payments in
26 consideration for their service and for the risks undertaken on behalf of the Class. (Agreement at ¶
27 3.6(a).) Plaintiffs performed their duties admirably by working with Class Counsel. Submitted
28 herewith are Plaintiffs' detailed declarations addressing their work and service in support of this

1 request. For purposes of this preliminary approval stage, the requested service award of \$10,000 is
2 well within the accepted range of awards for purposes of preliminary approval. *See e.g. Mathein*
3 *v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500
4 where average class member payment was \$351); *Holman v. Experian Info. Solutions, Inc.*, 2014
5 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000 service award where class member
6 recovery was \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007 U.S. Dist. LEXIS 14740, 2007 WL
7 671334 (D. Or. 2007) (approving award of \$10,000 where class member recoveries were as little as
8 \$150); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06,
9 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v.*
10 *UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D.Cal. Jan. 27 2007) (awarding \$25,000 service
11 award in overtime class action and a pool of \$100,000.00 in enhancements). As explained in
12 *Glass*, service awards are routinely awarded to class representatives to compensate the employees
13 for the time and effort expended on the case, for the risk of litigation, for the fear of suing an
14 employer and retaliation there from, and to serve as an incentive to vindicate the statutory rights of
15 all employees. 2007 WL 221862 at *16-17.

16 28. The stage of the proceedings at which this Settlement was reached also militates in
17 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
18 conducted a thorough investigation into the facts of the class action. Class Counsel began
19 investigating the Class Members' claims before the Action was filed. Class Counsel engaged in an
20 investigation of the claims and conducted a review and analysis of the relevant documents and data.
21 Class Counsel was also experienced with the claims at issue here, as Class Counsel previously
22 litigated and settled similar claims in other actions. Accordingly, the agreement to settle did not
23 occur until Class Counsel possessed sufficient information to make an informed judgment regarding
24 the likelihood of success on the merits and the results that could be obtained through further
25 litigation.

26 29. Based on the foregoing data and their own independent investigation and evaluation,
27 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
28 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the

1 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
2 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that
3 Counsel for all Parties possessed sufficient information to make an informed judgment regarding
4 the likelihood of success on the merits and the results that could be obtained through further
5 litigation.

6
7 Class Certification Issues

8 30. Plaintiffs contend that the proposed Settlement meets all of the requirements for
9 class certification under California Code of Civil Procedure § 382 as demonstrated below, and
10 therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court
11 should conditionally certify the Class for settlement purposes only, defined as follows:

12 All individuals employed by Defendant in the State of California in a non-exempt
13 position during the Class Period.

14 (Agreement at ¶ 1.5.)

15 The “Class Period” is from December 17, 2017 through and including February 12, 2023.

16 (Agreement at ¶ 1.13.)

17 a. **Numerosity** - Here, Plaintiffs assert that the estimated 8,194 current and
18 former employees that comprise the Class can be identified based on Defendant’s records and are
19 sufficiently numerous for class certification.

20 b. **Common Issues Predominate** - Here, Plaintiffs contend that common
21 questions of law and fact are present, and specifically the common questions of whether Defendant
22 properly paid for wages, whether the Defendant failed to provide meal and rest periods to Class
23 Members, whether Class Members were lawfully compensated for all hours worked, whether
24 Defendant failed to provide required expense reimbursement, and whether Class Members are
25 entitled to damages and penalties as a result of these practices.

26 c. **Typicality** - In this Action, Plaintiffs contend that there can be little doubt
27 that the typicality requirement is satisfied. The Plaintiffs, like every other member of the Class,
28 worked for Defendant as non-exempt employee during the Class Period. Plaintiffs contend that,

1 like every other member of the Class, they were subject to the same practices and policies of
2 Defendant and are subject to the same defenses. Thus, Plaintiffs assert that the claims of the
3 Plaintiffs and the Class Members arise from the same course of conduct by the Defendant, involve
4 the same employment policies and practices of Defendant, and are based on the same legal theories.

5 d. **Adequacy** - Plaintiffs contend that the Class Members are adequately
6 represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest
7 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
8 requirement is met here. First, Plaintiffs are well aware of their duties as the representatives of the
9 class and have actively participated in the prosecution of this case to date. They effectively
10 communicated with counsel, provided documents to counsel and participated in the investigation
11 and negotiations in the Action. Second, Plaintiffs retained competent counsel who are experienced
12 in employment class actions and who have no conflicts. Third, there is no antagonism between the
13 interests of the Plaintiffs and those of the Class. Both the Plaintiffs and the Class Members seek
14 monetary relief under the same set of facts and legal theories.

15 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
16 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
17 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
18 experience. We have handled a number of class actions and complex cases and have acted both as
19 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
20 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
21 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
22 employment law class actions, including claims for misclassification, overtime, expense
23 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
24 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
25 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
26 adequate counsel by the courts throughout California. We have been approved as experienced class
27 counsel by both state and federal courts in California in contested class certification proceedings. A
28 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this

1 settlement is defined as “all individuals employed by Defendant in the State of California in a
2 non-exempt position during the Class Period.” I have reviewed my firm’s cases and representation
3 of other plaintiffs and there is no conflict or representation which would prevent my firm from
4 representing the interests of the Class this case. My firm only represents employees, and not
5 employers. My firm has never represented Defendant nor any affiliate of the Defendant. My firm’s
6 only interest in the subject matter of this litigation is to ensure a recovery to the Class and to
7 maximize that recovery. Finally, our allegiance to the Class and the claims of the Class is not
8 inconsistent with our allegiance to pursue the claims on behalf of other employees and classes as
9 the claims are all against different and distinct employers. I can think of no conflict that would
10 arise in our representation of the Class and our adequate representation of the Class is evidenced by
11 the successful prosecution of the class claims to reach an excellent recovery for the Class.
12 Moreover, neither the Plaintiffs nor Class Counsel have any affiliation with the Administrator for
13 this settlement. Thus, the adequacy requirement for my firm is satisfied.

14 32. The Class Notice: The Class Notice, drafted jointly and agreed upon by the Parties
15 through their respective counsel and to be approved by the Court, includes all relevant information.
16 (*See Exhibit “A”* to the Agreement.) The Class Notice will include, among other information: (i)
17 information regarding the Action; (ii) the impact on the rights of the Class Members if they do not
18 opt out, including a description of the applicable release; (iii) information to the Class Members
19 regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual Class
20 Payment for each of the Class Members; (iii) the amount of attorneys’ fees and expenses to be
21 sought; (v) the amount of the Plaintiffs’ requested Class Representative Service Payments; and (vi)
22 the anticipated expenses of the Administrator. The Class Notice will state that the Class Members
23 shall have sixty (60) days from the date that the Notice is mailed to them (the “Response Deadline”)
24 to request exclusion (opt-out) or to submit an objection. (Agreement at ¶¶ 1.44, 8.5, 8.7.) Class
25 Members shall be given the opportunity to object to the Settlement and/or requests for attorneys’
26 fees and expenses and to appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class
27 Members who do not submit a timely and proper request to opt-out will automatically receive a
28 payment of their Individual Class Payment. This notice program was designed to meaningfully

1 reach the Class Members and it advises them of all pertinent information concerning the Settlement.
2 The mailing and distribution of the Class Notice satisfies the requirements of due process, and is the
3 best notice practicable under the circumstances and constitutes due and sufficient notice to all
4 persons entitled thereto.

5
6 33. The PAGA Claims -

7 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
8 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
9 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
10 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
11 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
12 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
13 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
14 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
15 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
16 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
17 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
18 class members." (LWDA Response at p.4).

19 b. **Valuation of the PAGA Claim for Affected Employees.**

20 For mediation, Plaintiffs calculated the value of the alleged PAGA claim as to the Affected
21 Employees for civil penalties to be between \$5,536,700 and \$11,073,400 for a single violation in
22 every one of the 110,734 pay periods at issue in the PAGA Period, depending on whether the
23 violation was \$50 per pay period as in the case of Labor Code § 558(a)(1) or the standard amount of
24 \$100 per pay period for violation of Labor Code § 1198. This valuation assumed that PAGA civil
25 penalties would be awarded at the maximum rate per pay period but without stacking. The PAGA
26 allocation in the Settlement is the amount of \$200,000. This allocation is justified by several
27 important considerations. First, the PAGA claim was subject to the same risks as the underlying
28 class claims. Second, Defendant asserted additional defenses to the PAGA claim, not only as to

1 liability but also as to the amount of the penalties. Defendant could also argue that no penalties
2 prior to the PAGA notification should be awarded, and I am aware of one Court which has so ruled.
3 These additional defenses present a risk to the PAGA claim and the potential that some or all of the
4 PAGA penalties sought may not be awarded. Third, civil penalties may not be awarded at the
5 maximum rate. In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a
6 judgment which only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any
7 PAGA penalties awarded could be significantly less than Plaintiffs' calculation even where
8 Plaintiffs prevailed on the PAGA claim. Even if we assume that violations for all 110,734 pay
9 periods were established, using the valuation from *Carrington* results in a more realistic recovery of
10 \$553,670 under PAGA. This means that the \$200,000 PAGA allocation is a reasonable percentage
11 of this potential PAGA recovery. Fourth, the interests of PAGA are also served by the Class
12 recovery under the reasoning of the LWDA in *O'Connor v. Uber*.

13 c. **Similar PAGA Settlements.** In reaching the settlement of the PAGA claim,
14 Class Counsel was also aware of what allocations other Courts have approved for similar PAGA
15 settlements as compared to the total settlement amount. A class settlement that allocates
16 approximately 3% of the total settlement value to resolve the PAGA claims applicable to the class
17 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
18 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the
19 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
20 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*
21 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for
22 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637
23 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*
24 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA
25 for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
26 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9
27 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13
28 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million

common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or 0.34% of \$1,450,000 settlement amount).

1
2 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
3 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
4 reasonable, and at the time of final approval, my firm will present lodestar to further support the
5 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
6 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
7 of the class action awards obtained by Class Counsel in similar employment actions throughout the
8 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
9 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
10 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
11 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
12 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
13 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
14 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
15 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
16 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
17 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
18 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
19 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
20 third award in a wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker*
21 *Concrete*, (Santa Clara Superior Court Case No. 18CV328679) Judge Brian Walsh awarded Class
22 Counsel a one-third fee award in a wage and hour class settlement. On December 3, 2020, in
23 *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-
24 00245842) Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour
25 class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case
26 No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and
27 hour class settlement. On September 24, 2021, in *Prologistics Wage and Hour Cases* (Los Angeles
28 Superior Court Case No. JCCP 4881), Judge William Claster awarded Class Counsel a one-third fee

1 award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour*
2 *Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a
3 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*
4 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson
5 awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in
6 *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard
7 Ulmer awarded a one-third fee award in a wage and hour class action settlement. On May 23, 2022,
8 in *Ettedgui v. WB Studio Enterprises Inc.*, (United States District Court, Central District of
9 California Case No. 2:20-cv-08053-MCS-JDE) Judge Mark C. Scarsi awarded a one-third fee
10 award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v.*
11 *Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson
12 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*
13 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge
14 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.
15 On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court
16 Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee
17 award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v.*
18 *Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr.
19 awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in
20 *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge
21 Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February
22 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No.
23 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class
24 settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
25 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a
26 wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings
27 County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee
28

1 award in a wage and hour class settlement. A fee award equal to one-third of the common fund is
2 therefore reasonable in light of the fees that have been awarded in other similar cases.

3
4 35. Class Representative Service Payments - The reasonableness of the requested service
5 award is also established by reference to the amounts that other California courts have found to be
6 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
7 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service
8 award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,
9 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
10 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);
11 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
12 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,
13 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service
14 awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No.
15 BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award);
16 *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
17 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.
18 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);
19 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
20 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
21 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
22 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los
23 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*
24 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,
25 2011)(awarding \$10,000 service award together with additional compensation for their general
26 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court
27 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.
28 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);

1 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior
2 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,
3 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000
4 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los
5 Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*
6 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,
7 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa
8 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
9 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,
10 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS
11 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);
12 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding
13 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
14 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*
15 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
16 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange
17 County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security*
18 *Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,
19 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior
20 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*
21 *Industrial Complanly*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug.
22 1, 2018) (awarding \$10,000 service award).

23
24 36. Settlement Administration - After seeking bids from qualified administrators,
25 the estimate from ILYM Group was selected, as it was the lowest and provided for a not to exceed
26 estimate of \$59,000 to perform the settlement administration for a Class of up to 9,500, with any
27 difference between the actual expenses and the budget of \$60,000 to be retained in the Net
28 Settlement Amount for distribution to the Class. I have used ILYM Group successfully as the

1 administrator in more than twenty class settlements in the last few years and know them to be
2 competent and experienced. My firm has no relationship or connection with ILYM Group, and thus
3 no conflict of interest exists. As set forth in the attached Declaration of Michelle Hill, attached
4 hereto as Exhibit #3, the Defendant also does not have any interest in or relationship with ILYM
5 Group. Attached hereto as Exhibit #4 is a true and correct copy of the Declaration of Lisa Mullins
6 from ILYM Group which details their experience and includes their estimate for administration.

7
8 Service on the LWDA:

9 37. On July 23, 2021, Plaintiff Steele served the PAGA Notice on Defendant and the
10 LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a). A true and correct copy
11 of this PAGA Notice is attached hereto as Exhibit #5. At the same time as the filing and service of
12 this declaration, I will also serve the LWDA with the entire motion for preliminary approval which
13 includes the Class Action and PAGA Settlement Agreement. This service is verified by the
14 accompanying proof of service.

15
16 I declare under penalty of perjury under the laws of the State of California that the foregoing
17 is true and correct. Executed this 6th day of June, 2023, at La Jolla, California.

18
19
20 By: /s/ Kyle Nordrehaug
Kyle Nordrehaug

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Sierra Steele and Elijah Wilkinson (collectively “Plaintiffs”), individually and on behalf of the State of California, the Class (defined below), and the Affected Employees (defined below), on the one hand, and Defendant LEGOLAND California, LLC (“Defendant”), on the other hand, subject to the approval of the Court, to compromise and settle the Actions (defined below) pursuant to the terms and conditions set forth herein. The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “**Actions**” collectively means the Plaintiffs’ lawsuits alleging wage and hour violations against Defendant captioned: (1) *Sierra Steele v. LEGOLAND California, LLC*, Case No. 37-2021-00052868-CU-OE-CTL, initiated on December 17, 2021, and pending in the Superior Court of the State of California, County of San Diego (the “Class Action”); and (2) *Sierra Steele v. LEGOLAND California, LLC*, Case No. 37-2021-00053132-CU-OE-CTL, initiated on December 20, 2021, and pending in the Superior Court of the State of California, County of San Diego (the “PAGA Action”).
- 1.2. “**Administrator**” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “**Administration Expenses**” mean the amount the Court awards to the Administrator for administering this Settlement, which may not exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00). The Administration Expenses shall be paid from the Gross Settlement Amount.
- 1.4. “**Affected Employees**” mean all individuals employed by Defendant in the State of California in a non-exempt position at any time during the PAGA Period.
- 1.5. “**Class**” means all individuals employed by Defendant in the State of California in a non-exempt position during the Class Period. However, if any individual employed by Defendant in a non-exempt position during the Class Period signed a severance agreement during the Class Period and was not subsequently rehired by Defendant, those Class Members shall be excluded from the Class and the class action aspects of the Settlement. Moreover, if any individual employed by Defendant in a non-exempt position during the Class Period signed a severance agreement during the Class Period but was subsequently rehired by Defendant, they shall be included in the Class but shall only be entitled to participate in the class action aspects of the Settlement with respect to the post-severance agreement time period(s) for which they were employed by Defendant during the Class Period.

- 1.6. **“Class Counsel”** means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. **“Class Counsel Fees”** means such attorney fees as the Court may award to Class Counsel for representing Plaintiffs in the Actions and for services rendered to the Plaintiffs, the Class, and Affected Employees in the Actions, including their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement-related work, as well as all attorneys’ fees yet-to-be incurred by Class Counsel to document the Settlement, to secure Court approval of the Settlement, to obtain final adjudication of the Actions, and to oversee administration of the Settlement. The Class Counsel Fees shall be paid from the Gross Settlement Amount.
- 1.8. **“Class Counsel Litigation Costs”** means such litigation costs as the Court may award to Class Counsel for the costs incurred to date in connection with the Actions, including their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement-related work, as well as all costs yet-to-be incurred by Class Counsel to document the Settlement, to secure Court approval of the Settlement, and to obtain final adjudication of the Actions. Defendant will not oppose Plaintiffs’ application to the Court for Class Counsel Litigation Costs in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) to be paid out of the Gross Settlement Amount.
- 1.9. **“Class Data”** means information regarding Class Members that Defendant will compile in good faith from its records and provide to the Settlement Administrator. The Class Data shall be provided in a confidential Microsoft Excel spreadsheet and shall include, for each Class Member: name, last-known mailing address, social security number, email address (if known and available to Defendant), the number of Workweeks, and the number of PAGA Pay Periods.
- 1.10. **“Class Member(s)”** means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Affected Employee).
- 1.11. **“Class Member Address Search”** means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.12. **“Class Notice”** means the Court-approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval, to be mailed to Class Members in English to

apprise them of this Settlement, which shall be substantially in the form attached hereto as Exhibit A and incorporated by reference into this Agreement.

- 1.13. “**Class Period**” means the period from December 17, 2017 through and including February 12, 2023.
- 1.14. “**Class Representative(s)**” means the named Plaintiffs in the Operative Complaint in the Class Action seeking Court approval to serve as Class Representatives.
- 1.15. “**Class Representative Service Payment(s)**” means the amount the Court awards to the Class Representatives in order to compensate them for prosecuting the Actions, performing work in support of the Actions, undertaking the risk of liability for Defendant’s expenses, and for providing a Complete and General Release to the Released Parties. Defendant will not oppose Plaintiffs’ application for Class Representative Service Payments not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) per Plaintiff. The Class Representative Service Payments shall be paid from the Gross Settlement Amount. The Settlement Administrator (and not Defendant) shall issue IRS Form 1099 statements to each Plaintiff with respect to the awarded Class Representative Service Payments.
- 1.16. “**Court**” means the Superior Court for the State of California, County of San Diego.
- 1.17. “**Defendant**” means LEGOLAND California, LLC.
- 1.18. “**Defense Counsel**” means Julie A. Dunne, Matthew Riley, and Vani Parti of DLA Piper LLP (US).
- 1.19. “**Effective Date**” means the date by which this Settlement is finally approved as provided herein and the Court’s Final Approval Order and Judgment become binding and no longer subject to appeal. For purposes of this Agreement, the Final Approval Order and Judgment become binding and no longer subject to appeal upon the later of: (a) the day after the last day by which a notice of appeal to the California Court of Appeal of the Final Approval Order and Judgment and/or of an order denying any motion to intervene may be timely filed, and none is filed; (b) if such an appeal is filed, and the appeal is resolved through any order affirming the Final Approval Order and Judgment, the day after the last date for filing a request for further review of the California Court of Appeal’s decision passes and no further review is requested; (c) if an appeal is filed and there is a final disposition by the California Court of Appeal affirming the Final Approval Order and Judgment and further review of the California Court of Appeal’s decision is requested, the day after the request for review is denied with prejudice and/or no further review of the decision can be requested; or (d) if review is accepted, the day after the California Supreme Court affirms the Settlement. The Effective Date cannot occur, and Defendant will not be obligated to fund this

Settlement, until and unless there is no possibility of any appeal that could potentially prevent the Final Approval Order and Judgment from becoming binding.

- 1.20. “**Final Approval Hearing**” means the Court’s hearing to determine whether to finally approve the Settlement and enter judgment in accordance with the terms of this Agreement.
- 1.21. “**Final Approval Order and Judgment**” means the Court’s entry of an order finally approving this Settlement and entering final judgment based thereon, which shall be substantially in the form attached hereto as Exhibit C and incorporated by reference into this Agreement.
- 1.22. “**Gross Settlement Amount**” means Six Million Dollars and Zero Cents (\$6,000,000.00), which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount includes and will be used to pay for: (a) Class Counsel Fees; (b) Class Counsel Litigation Costs; (c) the Class Representative Service Payments; (d) the Administration Expenses; (e) the PAGA Settlement Amount; and (f) the Individual Class Payments, including all employee-side payroll taxes on the Wage Portion of the Individual Class Payments. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the Wage Portion of the Individual Class Payments, which shall not be paid from the Gross Settlement Amount and shall be the separate additional obligation of Defendant.
- 1.23. “**Individual Class Payments**” means the share of the Net Settlement Amount paid to each Participating Class Member to resolve the Released Class Claims. The Individual Class Payments shall be paid to each Participating Class Member on a *pro rata* basis based on their number of Workweeks worked during the Class Period.
- 1.24. “**Individual PAGA Payments**” means the share of the PAGA Settlement Amount paid to each Affected Employee to resolve the Released PAGA Claims. The Individual PAGA Payments shall be paid to each Affected Employee on a *pro rata* basis based on their number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “**LWDA**” means the California Labor and Workforce Development Agency.
- 1.26. “**LWDA PAGA Payment**” means the seventy-five percent (75%) of the PAGA Settlement Amount that shall be paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27. “**Net Settlement Amount**” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payments, Class Counsel Fees, Class Counsel Litigation Costs, Administration

Expenses, and the PAGA Settlement Amount. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

- 1.28. “**Non-Participating Class Member**” means a Class Member who opts out of the class action aspects of the Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.29. “**Notice of Objection**” means a written request by a Class Member to object to this Settlement, which must be completed and mailed to the Administrator by the Response Deadline in the manner set forth in this Agreement.
- 1.30. “**Operative Complaint**” means the First Amended Consolidated Class Action and Representative Action Complaint filed in the Class Action.
- 1.31. “**PAGA**” means the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*
- 1.32. “**PAGA Pay Period(s)**” means any pay period during the PAGA Period during which an Affected Employee worked for Defendant in California in a non-exempt position for at least one day.
- 1.33. “**PAGA Period**” means the period from July 23, 2020 through and including February 12, 2023.
- 1.34. “**PAGA Notice Letter**” means Plaintiff Steele’s July 23, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.35. “**PAGA Settlement Amount**” means the portion of the Gross Settlement Amount that is allocated to resolve the Released PAGA Claims. The PAGA Settlement Amount shall be Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) and shall be allocated 25% to the Affected Employees (\$50,000.00) and 75% to the LWDA (\$150,000.00).
- 1.36. “**Participating Class Member(s)**” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.37. “**Plaintiffs**” mean Sierra Steele and Elijah Wilkinson.
- 1.38. “**Plaintiffs’ 1542 Waiver**” means an express waiver, to the fullest extent permitted by law, of the provisions, rights, and benefits of California Civil Code section 1542, which provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected

his or her settlement with the debtor or released party.”

- 1.39. “**Preliminary Approval Order**” means the Court’s entry of an order preliminarily approving this Settlement, which shall be substantially in the form attached hereto as Exhibit B and incorporated by reference into this Agreement.
- 1.40. “**Released Class Claims**” mean any and all claims, rights, demands, and liabilities of every nature and description, whether known or unknown, suspected or unsuspected, arising under federal, state, or local law, that were asserted or that could have been asserted based on the facts alleged in the initial and/or Operative Complaint, that arose during the Class Period, including: (a) unlawful and unfair competition in violation of California Business and Professions Code section 17200 *et seq.*; (b) failure to pay minimum and overtime wages for all time worked in violation of California Labor Code sections 510, 1194, 1197, 1197.1, and 1198, including off-the-clock time spent (i) waiting for and submitting to loss prevention inspections; (ii) waiting in line in order to pass through security checkpoints; (iii) waiting in line before clocking in; and (iv) waiting in line for mandatory temperature checks; (c) failure to pay overtime wages in violation of California Labor Code sections 510, 1194, and 1198, including but not limited to failure to pay overtime wages at the correct regular rate of pay; (d) failure to provide meal periods or pay meal period premiums in violation of California Labor Code sections 226.7 and 512 and the applicable Industrial Welfare Commission (“IWC”) Wage Order; (e) failure to authorize and permit rest periods or pay rest period premiums in violation of California Labor Code section 226.7 and the applicable IWC Wage Order; (f) failure to provide accurate itemized wage statements in violation of California Labor Code section 226; (g) failure to pay all wages due upon termination of employment in violation of California Labor Code sections 201-203; (h) failure to pay employees within 7 days of the close of the payroll period in violation of California Labor Code section 204; (i) failure to pay all sick pay due in violation of California Labor Code sections 201-203 and 246; (j) unlawful deductions from compensation in violation of California Labor Code section 221; (k) failure to reimburse employees for business expenses in violation of California Labor Code section 2802; (l) failure to pay reporting time pay as required by the applicable IWC Wage Order; (m) attorneys’ fees and costs incurred to prosecute the Actions on behalf of Class Members; and (n) any other derivative remedies, penalties, and interest available under the law based on the facts alleged in the Actions. The release of Class claims will run from December 17, 2017 through February 12, 2023. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.
- 1.41. “**Released PAGA Claims**” mean any and all claims, rights, demands, and liabilities of every nature and description, whether known or unknown, for civil penalties that

were asserted or that could have been asserted based on the facts alleged in the Actions, including the initial and/or the Operative Complaint, that arose during the PAGA Period, including, but not limited to, claims for civil penalties for alleged violations of California Labor Code sections 201-204, 210, 221, 226, 226.7, 227.3, 246, 351, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, violations of California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), and violations of the applicable IWC Wage Order(s), and attorneys' fees and costs incurred to prosecute the PAGA claims in the Actions on behalf of Affected Employees. The release of PAGA claims will run from July 23, 2020 through February 12, 2023. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

- 1.42. **"Released Parties"** mean Defendant and each of its current and former parents (including, but not limited to, Merlin Entertainments entities), subsidiaries, affiliated corporations, and/or its or their present and former officers, partners, directors, managers, supervisors, employees, attorneys, agents, shareholders, and/or successors, assigns, and trustees.
- 1.43. **"Request for Exclusion"** means a Class Member's submission of a written request to be excluded from the class action aspects of the Settlement, which must be completed and mailed to the Administrator by the Response Deadline in the manner set forth in this Agreement.
- 1.44. **"Response Deadline"** means 60 days after the Administrator mails the Class Notice to Class Members, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the class action aspects of the Settlement, or (b) submit his or her Notice of Objection to the Settlement. Class Members to whom the Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional 14 days beyond the Response Deadline to submit a Request for Exclusion or Notice of Objection.
- 1.45. **"Settlement"** means the disposition of the Actions and all related claims effectuated by this Agreement and the Judgment.
- 1.46. **"Settlement Fund Account"** means the bank account established pursuant to the terms of this Agreement, from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.
- 1.47. **"Void Date"** means the date by which any checks issued to Participating Class Members and Affected Employees shall become void and which shall be the 181st day from the date of issuance. If a check is re-mailed or re-issued for any reason, the check

shall be valid for 180 days from the mailing of the original check.

1.48. “**Workweek(s)**” means any week during the Class Period in which a Class Member worked for Defendant in California in a non-exempt position on at least one day.

2. RECITALS

The Class Action

2.1. On December 17, 2021, Plaintiff Steele commenced the Class Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of San Diego. Plaintiff Steele’s Class Action Complaint alleged claims that Defendant:

- (a) Violated California Business and Professions Code section 17200 *et seq.*;
- (b) Failed to pay minimum wages in violation of California Labor Code sections 1194, 1197, 1197.1, and 1198;
- (c) Failed to pay overtime wages in violation of California Labor Code sections 510, 1194, and 1198;
- (d) Failed to provide required meal periods in violation of California Labor Code sections 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code sections 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code section 226;
- (g) Failed to pay all wages due upon termination of employment in violation of California Labor Code sections 201-203;
- (h) Failed to pay employees within 7 days of the close of the payroll period in violation of California Labor Code section 204;
- (i) Failed to pay all sick pay due in violation of California Labor Code sections 201-203 and 246;
- (j) Unlawful deductions from compensation in violation of California Labor Code section 221; and
- (k) Failed to reimburse employees for required expenses in violation of California Labor Code section 2802.

2.2. On March 7, 2022, Defendant filed an Answer to Plaintiff Steele’s Class Action Complaint asserting fifteen (15) affirmative defenses.

The PAGA Action

2.3. On July 23, 2021, Plaintiff Steele commenced the PAGA Action by filing a PAGA notice with the LWDA notifying the agency of her intent to bring a PAGA representative action against Defendant for violation of Labor Code sections 201-204,

210, 221, 226, 226.7, 227.3, 246, 351, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, violations of California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), and violations of the applicable IWC Wage Order(s).

- 2.4. On December 20, 2021, Plaintiff Steele filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of San Diego, alleging one cause of action for civil penalties pursuant to Labor Code section 2699, *et seq.* for alleged violations of Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 351, 510, 512, 558 (excluding 558(a)(3)), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations Title 8, Section 11040, Subdivision 5(A)-(B).
- 2.5. On November 21, 2022, Defendant filed an Answer to Plaintiff Steele's Representative Action Complaint asserting twenty-eight (28) affirmative defenses.
- 2.6. As part of this Settlement, on February 15, 2023, Plaintiffs filed the Operative Complaint in the Class Action that (a) added formal causes of action for: failure to pay all wages due under Labor Code sections 201-203, failure to pay wages within 7 days of the close of the payroll period under Labor Code section 204, failure to pay sick pay under Labor Code sections 201-203 and 246, unlawful deduction of wages under Labor Code section 221, and failure to pay reporting time pay under the applicable IWC Wage Order; (b) added PAGA claims against Defendant including those currently alleged in the PAGA Action; and (c) added Plaintiff Wilkinson as a named plaintiff.
- 2.7. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

Discovery and Investigation

- 2.8. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801, and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.9. Specifically, Defendant informally produced information and data (for the time period covering December 17, 2017 through August 15, 2022) regarding the number of current and former Class Members and Affected Employees (as of August 15, 2022), the total number of workweeks worked by current and former Class Members from December 17, 2017 to August 15, 2022, the number of pay periods worked by Affected Employees from December 17, 2017 to August 15, 2022, and the number of meal and rest period

premiums paid to Class Members and Affected Employees from December 17, 2017 to August 15, 2022. In addition, Defendant produced documents regarding its policies and procedures, including each version of its employee handbook in effect during 2018-2020, this included policies for timekeeping, reporting for work, meal periods, rest breaks, and payroll. In total, Defendant produced 566 pages of policy documents, along with Plaintiff Steele's personnel file, time records, and pay records, in advance of mediation. Defendant also provided Plaintiffs with a sampling of time and pay records for 471 Class Members. This sampling was randomized. Defendant will also provide additional class data to Plaintiffs following the close of the Class Period for confirmatory discovery purposes, including updated information about the number of Class Members during the Class Period and the number of Affected Employees during the PAGA Period.

Mediation and Settlement

- 2.10. On October 21, 2022, the Parties participated in an all-day mediation presided over by David A. Rotman, a respected mediator of wage and hour representative and class actions. The matter did not settle at the October 21, 2022 mediation.
- 2.11. On December 12, 2022, the Parties participated in a second all-day mediation presided over by David. A Rotman. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Actions based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

Disputed Claims

- 2.12. This Agreement represents a compromise and settlement of highly disputed claims. Defendant has contended and continues to contend that the Released Class Claims and Released PAGA Claims have no merit and that Defendant has no liability to Class Members or Affected Employees. Defendant specifically denies that Class Members and Affected Employees are entitled to compensation for the conduct alleged in the Actions. Nothing in this Agreement, no documents referred to herein, and no action taken to carry out this Agreement, is intended or may be construed or used as an admission by Defendant or any of the Released Parties that the claims in the Actions have merit or that Defendant bears any fault, wrongdoing, or liability whatsoever, or as an admission by Plaintiffs that Defendant's defenses in the Actions have merit.

Related Actions

- 2.13. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending action asserting claims that will be extinguished or affected by the Settlement.

Benefits of Settlement to Class Members, the State of California, and Affected Employees

2.14. Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to litigate the Actions through trial and any further, possible appeals. Plaintiffs and Class Counsel have also considered the uncertainty and risk of the outcome of further litigation, as well as the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel are likewise aware of the burdens of proof necessary to establish liability for the claims asserted in the Actions, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing damages and penalties on behalf of Class Members, and entitlement to civil penalties on behalf of Affected Employees. Plaintiffs and Class Counsel have also considered Defendant's agreement to enter into a settlement that confers substantial relief to Class Members, the State of California, and Affected Employees. Based on the foregoing, Plaintiffs and Class Counsel have determined that the Settlement set forth in this Agreement is a fair, reasonable, and adequate settlement and is in the best interests of Class Members, the State of California, and Affected Employees.

Defendant's Reasons for Settlement

2.15. Defendant has concluded that any further defense of the Actions would be protracted and expensive. Substantial amounts of Defendant's time, energy, and resources have been and, unless this Settlement is made, will continue to be devoted to the defense of the Released Class Claims asserted by Plaintiffs on behalf of Class Members, and the Released PAGA Claims asserted by Plaintiffs on behalf of the State of California and Affected Employees. Defendant has also considered the risks of further litigation in reaching its decision to enter into this Settlement. Although Defendant strongly disputes Plaintiffs' claims in the Actions and contends no Class Members or Affected Employees are entitled to compensation for the conduct alleged in the Actions, Defendant has nonetheless agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the asserted claims and to avoid further protracted litigation. Defendant agrees that the Settlement set forth in this Settlement Agreement is fair, reasonable, and adequate.

3. SETTLEMENT TERMS

Conditional Nature of Stipulation for Certification

3.1. The Parties stipulate and agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification of the Released Class Claims on behalf of the Class Members as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether the Released Class Claims should be

certified on behalf of the Class Members in a non-settlement context in the Class Action or in any other lawsuit. Defendant expressly reserves the right to oppose certification of any claim or class for any reason and reserves all available defenses to the claims in the Actions.

Appointment of Class Representative

3.2. For purposes of this Settlement, the Parties stipulate and agree that Plaintiffs shall be appointed as the representatives of Participating Class Members.

Appointment of Class Counsel

3.3. For purposes of this Settlement, the Parties stipulate and agree that Blumenthal Nordrehaug Bhowmik De Blouw LLP and Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP, shall be appointed to serve as Class Counsel for the Participating Class Members.

Appointment of Administrator

3.4. For the purposes of this Settlement, the Parties stipulate and agree that ILYM Group, Inc. shall serve as the Administrator.

Monetary Terms

3.5. Gross Settlement Amount. Provided that the Court approves the Settlement, and the Effective Date occurs, except as otherwise provided by Paragraph 9 below, Defendant will transmit to the Administrator a sum of Six Million Dollars and Zero Cents (\$6,000,000.00) and no more as the Gross Settlement Amount. The Gross Settlement Amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the Wage Portion of the Individual Class Payments, which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Affected Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.6. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order and Judgment.

- (a) To Plaintiffs: Class Representative Service Payments to the Plaintiffs of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) each (in addition to any Individual

Class Payment and any Individual PAGA Payment each Class Representative is entitled to receive as a Participating Class Member). In recognition of Plaintiffs' time and effort in prosecuting the Actions on behalf of Class Members, Affected Employees, and the State of California, as applicable, and as consideration for Plaintiffs' Complete and General Release to the Released Parties, Defendant agrees not to oppose Plaintiffs' requests for Class Representative Service Payments that do not exceed \$10,000 each. As part of the motion for Class Counsel Fees and Class Counsel Litigation Costs, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payments less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Plaintiffs shall not have the right to object to or revoke their agreement to the Settlement if the Court does not approve any or all of the requested Class Representative Service Payment. Plaintiffs hereby waive their rights to object to the Settlement. The Administrator will report the Class Representative Service Payments using IRS Form 1099. Plaintiffs shall be solely and legally responsible for paying any and all applicable taxes on their respective Class Representative Service Payment, and Plaintiffs shall hold the Released Parties harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service Payments.

- (b) To Class Counsel: Class Counsel Fees of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be Two Million Dollars and Zero Cents (\$2,000,000.00), and Class Counsel Litigation Costs of not more than Forty Thousand Dollars and Zero Cents (\$40,000.00). Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees and Class Counsel Litigation Costs no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Counsel Fees and/or Class Counsel Litigation Costs less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. This Settlement is not contingent upon the Court awarding any particular amount as the Class Counsel Fees and/or the Class Counsel Litigation Costs. Class Counsel agrees to provide the Administrator with an executed IRS Form W-9 before the Class Counsel Fees and Class Counsel Litigation Costs may be disbursed to Class Counsel. The Administrator (and not Defendant) shall issue an IRS Form 1099 to Class Counsel for the payments awarded and disbursed pursuant to this paragraph. Neither Class Counsel nor any other current or past counsel for Plaintiffs shall be permitted to petition the Court for, or to accept, any additional payments for attorneys' fees, costs, interest, or any other amount relating to the Actions from Defendant except as specified above. Defendant's payment of the Class Counsel Fees and Class Counsel Litigation Costs shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm allegedly incurred on behalf of Plaintiffs, Class Members, the State of California, and/or Affected Employees for the prosecution and

settlement of the Actions. The Released Parties shall have no liability to Class Counsel or any other Plaintiffs' attorney(s) arising from any claim to any portion of the payments of Class Counsel Fees or Class Counsel Litigation Costs. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees and the Class Counsel Litigation Costs and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments. In consideration for the awarded Class Counsel Fees and Class Counsel Litigation Costs, Class Counsel waives any and all claims to any further attorneys' fees, costs, and expenses in connection with the Actions.

- (c) To the Administrator: Administration Expenses not to exceed a maximum payment of Sixty Thousand Dollars and Zero Cents (\$60,000.00), except for a showing of good cause and as approved by the Court. The Administration Expenses to be paid to the Administrator are subject to the Court's approval and will be paid only from the Gross Settlement Amount. To the extent the Administration Expenses amount is less than \$60,000 or the Court approves payment less than \$60,000, the Administrator will allocate the remainder to the Net Settlement Amount.
- (d) To the LWDA and Affected Employees: The PAGA Settlement Amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) to be paid from the Gross Settlement Amount, with seventy-five percent (75%) – totaling One Hundred and Fifty Thousand Dollars and Zero Cents (\$150,000.00) – allocated to the LWDA PAGA Payment and twenty-five percent (25%) – totaling Fifty Thousand Dollars and Zero Cents (\$50,000.00) – allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Affected Employees' 25% share of the PAGA Settlement Amount (\$50,000) by the total number of PAGA Pay Periods and (b) multiplying the result by each Affected Employee's PAGA Pay Periods. The total number of PAGA Pay Periods worked by individual Affected Employees shall be determined based on Defendant's business records. Affected Employees assume full responsibility and liability for any taxes owed on their respective Individual PAGA Payment.
 - ii. If the Court approves a PAGA Settlement Amount of less than \$200,000, the Administrator will allocate the remainder to the Net Settlement Amount. Each Individual PAGA Payment will be allocated 100% as penalties. The Settlement Administrator shall make no payroll tax deductions from the Individual PAGA Payments. The Administrator will report the Individual PAGA Payments on IRS Form 1099s to the extent required by law.
- (e) To Each Participating Class Member: Individual Class Payments calculated by (i) dividing the Net Settlement Amount by the total number of Workweeks worked by

all Participating Class Members during the Class Period and (ii) multiplying the result by each Participating Class Member's Workweeks. The total number of Workweeks worked by individual Participating Class Members shall be determined based on Defendant's business records.

- i. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion(s)"). The Wage Portions are subject to tax withholding and will be reported to each Participating Class Member on an IRS Form W-2. The Settlement Administrator shall deduct employee-side payroll taxes from the Wage Portion of each Individual Class Payment, and Defendant shall pay the employer-side payroll taxes for the Wage Portion of each Individual Class Payment in addition to the Gross Settlement Amount. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of interest accrued (the "Interest Portion(s)"). Sixty percent (60%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for expense reimbursement and penalties (the "Non-Wage Portion(s)"). The Interest Portions and Non-Wage Portions will be reported on IRS Form 1099s to each Participating Class Member only to the extent required by law. The Administrator shall make no payroll tax deductions from the Interest Portions or the Non-Wage Portions of each Individual Class Payment. Participating Class Members assume full responsibility and liability for any employee taxes owed on their respective Individual Class Payment.
- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis.

4. SETTLEMENT FUNDING

- 4.1. Settlement Accounting. On or before the Effective Date, the Administrator shall provide the Parties with an accounting of all anticipated payments from the Settlement Fund Account as specified in this Agreement and approved by the Court, including: (a) Plaintiffs' Class Representative Service Payments; (b) the Class Counsel Fees; (c) the Class Counsel Litigation Costs; (d) the Administration Expenses; (e) the LWDA PAGA Payment; (f) the Individual PAGA Payments; (g) the Individual Class Payments; and (h) the employer's share of payroll taxes on the Wage Portions of the Individual Class Payments.
- 4.2. Class Workweeks and PAGA Pay Periods. Based on its records, Defendant has represented that, as of August 15, 2022, there were approximately 8,011 Class Members

who collectively worked a total of approximately 306,764 Workweeks, and approximately 3,590 Affected Employees who worked a total of approximately 73,672 PAGA Pay Periods.

- 4.3. Class Data. No later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator for purposes of mailing the Class Notice to the Class Members. Because Class Members' sensitive personal information is included in the Class Data, the Administrator shall maintain the Class Data securely in accordance with the Information Security and Services Agreement attached hereto as **Exhibit D**. Access to such Class Data shall be limited to only those employees of the Administrator with a need to use the Class Data for administration of the Settlement. Defendant has a continuing duty to promptly notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.4. Funding of the Gross Settlement Amount. Defendant shall fully fund the Settlement by providing to the Administrator the Gross Settlement Amount and the amount of employer's share of payroll taxes on the Wage Portions of the Individual Class Payments no later than 14 days after the Effective Date. The Administrator shall deposit the funds into the Settlement Fund Account and will disburse the funds in the manner and at the times set forth in this Agreement.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 30 days following the Effective Date, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses, the Class Counsel Fees, the Class Counsel Litigation Costs, and the Class Representative Service Payments.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and/or Affected Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the Void Date, which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Affected Employees including Non-Participating Class Members who

qualify as Affected Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. If a Participating Class Member's or Affected Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the Void Date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. Any Individual Class Payments and/or Individual PAGA Payments that are returned to the Administrator as non-deliverable within 30 days of the original distribution shall be re-mailed to any forwarding address affixed to the returned envelope. If there is no forwarding address on the returned envelope, the Administrator shall conduct a Class Member Address Search in an effort to obtain a new forwarding address. If either the Administrator identifies an updated mailing address through the Class Member Address Search, or Class Counsel or a Class Member provides the Administrator with an updated mailing address, the Administrator shall re-send the appropriate Individual Class Payment and/or Individual PAGA Payment within 7 days after receiving the updated mailing address. Any Individual Class Payments and/or Individual PAGA Payments that are re-mailed or re-issued pursuant to this paragraph shall be valid for 180 days from the date the original Individual Class Payments and/or Individual PAGA Payments were issued. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if requested by the Class Member prior to the Void Date.
- 5.4. Subject to the Court's approval, the Parties agree that any unclaimed funds from any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the Void Date shall be transmitted by the Administrator to a mutually agreeable Court-approved nonprofit organization or foundation consistent with California Code of Civil Procedure ("CCP") section 384(b) ("Cy Pres Recipient"). The Parties have agreed to propose California Alliance of Boys & Girls Clubs, Inc. ("Boys & Girls Clubs"), with the funds designated to be used in California for the Boys & Girls Clubs' Workforce Readiness program/job training, as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient. The Administrator shall make this payment to the Cy Pres Recipient prior to the deadline set by the Court pursuant to CCP section 384. The Parties further agree that any refunded employee-side payroll taxes corresponding to the Wage Portion of any uncashed Individual Class Payments shall also be transmitted to the Cy Pres Recipient, within 14 days of the Administrator's receipt of the refunded employee-side payroll taxes. The Parties further agree that any refunded employer-side payroll taxes corresponding to the Wage Portion of any uncashed Individual Class Payments shall be returned to

Defendant within 14 days of the Administrator's receipt of the refunded employer-side payroll taxes.

- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASE OF CLAIMS

- 6.1. Plaintiffs' Complete and General Release. In consideration for the promises and payments set forth in this Agreement – including the Class Representative Services Payments, as well as their Individual Settlement Payments and the other terms and conditions of the Settlement – Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns agree to completely, irrevocably, unconditionally, and generally release and discharge the Released Parties from all claims, rights, demands, and liabilities of every nature and description, known and unknown, suspected or unsuspected, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts alleged, in the Actions, including the initial and/or Operative Complaint, and (b) those arising from or related to their employment with Defendant, that Plaintiffs may have against the Released Parties, or any of them, arising from conduct occurring on or before the respective date that each Plaintiff executes this Agreement, including but not limited to any rights or claims arising under: the California Constitution; the California Labor Code; the California Business & Professions Code; the California Code of Regulations; the California Fair Employment and Housing Act; the Fair Labor Standards Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; federal and state family leave statutes; and any and all other federal, state, and local laws, statutes, executive orders, regulations, and common law, including contract, employment, and tort law (“Complete and General Release”). This Complete and General Release includes Plaintiffs' 1542 Waiver. Plaintiffs may discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Complete and General Release, but upon the Effective Date, Plaintiffs shall be deemed to have – and by operation of the Final Approval Order and Judgment shall have – fully, finally, and forever settled and released any and all of the claims covered by the Complete and General Release as of the date of their execution of the Agreement. This Complete and General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Nothing in this provision or in this Agreement is intended to interfere with Plaintiffs' ability to be a member of any future class and/or collective action so long as any such action does not assert the claims released in and through the Settlement of the Actions.

6.2. Release by Participating Class Members. Upon the Effective Date, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and irrevocably release the Released Parties from the Released Class Claims, in exchange for the consideration provided to them by this Agreement. All Released Class Claims are released for the Class Period. Plaintiffs and Participating Class Members may discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released Class Claims but, upon the Effective Date, Plaintiffs and Participating Class Members shall be deemed to have – and by operation of the Final Approval Order and Judgment shall have – fully, finally, and forever settled and released any and all of the Released Class Claims. It is the intent of the Parties that the Final Approval Order and Judgment entered by the Court pursuant to this Agreement shall have full res judicata effect and be final and binding upon Plaintiffs and Participating Class Members with respect to the Released Class Claims.

6.3. Release of PAGA Claims. Upon the Effective Date, Plaintiffs, on behalf of themselves, the State of California, and Affected Employees, fully and irrevocably release the Released Parties from all of the Released PAGA Claims, in exchange for the consideration provided to them by this Agreement. All Released PAGA Claims are released for the PAGA Period. Plaintiff, the State of California, and Affected Employees may discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released PAGA Claims but, upon the Effective Date, they shall be deemed to have – and by operation of the Final Approval Order and Judgment shall have – fully, finally, and forever settled and released any and all of the Released PAGA Claims. It is the intent of the Parties that the Final Approval Order and Judgment entered by the Court shall have full res judicata effect on the Released PAGA Claims and be final and binding upon Plaintiff, the State of California, and Affected Employees with respect to the Released PAGA Claims.

7. MOTION FOR PRELIMINARY APPROVAL

7.1. Defendant's Responsibilities. Within 28 days after the close of the Class Period, Defendant will prepare and deliver to Class Counsel a signed declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and the Cy Pres Recipient, if any. In the declaration, Defendant shall aver that it is not aware of any other pending action asserting claims that will be extinguished or adversely affected by the Settlement. In this declaration, Defendant shall also disclose the number of Class Members, the number of Affected Employees, the number of Workweeks, and the number of PAGA Pay Periods.

7.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions. Plaintiffs will prepare and deliver to Defense Counsel all documents

necessary for obtaining preliminary approval, including: (a) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA claims alleged in the Actions under Labor Code Section 2699, subd. (f)(2); (b) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve as the Administrator; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (c) signed declarations from Plaintiffs confirming their willingness and competency to serve as Class Representatives and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the proposed Cy Pres Recipient; (d) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (e) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the proposed Cy Pres Recipient, if any. In their declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending action asserting claims that will be extinguished or adversely affected by the Settlement.

- 7.3. LWDA Notice. Pursuant to California Labor Code section 2699(l), Class Counsel will provide a copy of this Settlement Agreement to the LWDA concurrently with the filing of the Motion for Preliminary Approval of this Settlement. Class Counsel will also file a declaration in support of the motion for preliminary approval confirming that they have submitted the Settlement Agreement to the LWDA in compliance with California Labor Code section 2699(l). The Parties intend to and believe that the notice pursuant to the procedures described in this paragraph complies with the requirements of PAGA, and Plaintiffs will request in the Motion for Final Approval of the Settlement that the Court determine that Plaintiffs’ notice of the proposed Settlement to the LWDA was sufficient and valid in compliance with California Labor Code section 2699(l).
- 7.4. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the close of the Class Period on February 12, 2023; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Administrator.
- 7.5. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel

and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator shall be responsible for: establishing a toll-free telephone number; establishing a website which will have links to the Class Notice, the Agreement, the motions for approval of the Settlement and for Class Counsel Fees and Class Counsel Litigation Costs, and the Court-entered Preliminary Approval Order and Final Approval Order and Judgment; establishing a Post Office Box for receipt of Class Member communications; preparing, printing, and mailing the Class Notice to Class Members; receiving and reviewing Requests for Exclusion, if any, submitted by Class Members; providing weekly status reports to Defense Counsel and Class Counsel, which shall include the status of mailings to Class Members (including the total number of returned, undelivered, and re-mailed Notices of Settlement) and the total number of any responses, Notices of Objections, and Requests for Exclusion received from Class Members (including the total number of Notices of Objection and Requests for Exclusion that are deficient, late, or otherwise invalid); providing a due diligence declaration for submission to the Court prior to the Final Approval Hearing; mailing the Class Representative Service Payments to Plaintiffs, Class Counsel Fees and Class Counsel Litigation Costs to Class Counsel, the LWDA PAGA Payment to the LWDA, the Individual PAGA Payments to Affected Employees, and the Individual Class Payments to Participating Class Members; printing and providing Participating Class Members, Affected Employees, Plaintiffs, and Class Counsel to whom payments are made pursuant to this Settlement with IRS Form W-2 and 1099 statements as required under applicable law; providing a due diligence declaration for submission to the Court upon the completion of the administration of the Settlement; and for such other tasks as the Parties mutually agree. The Administrator shall keep the Parties timely apprised of the performance of all Administrator responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax documents required by administration of this Agreement shall be prepared by the Administrator. Any expenses incurred in connection with such preparation shall be an Administration Expense. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to control and minimize Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator

other than a professional relationship arising out of prior experience administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a Settlement Fund Account that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the Class Data has been received and state the number of Class Members, Affected Employees, Workweeks, and Pay Periods in the Class Data.
- (b) Upon receipt of the Class Data, the Administrator shall update Class Member addresses using the National Change of Address database. The mailing address identified by the Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. Using best efforts to perform as soon as possible, and in no event later than 21 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via First Class U.S. Mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A.
- (c) No later than 7 days after the Administrator’s receipt of any Class Notice returned by the United States Postal Service (“USPS”) as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send a Class Notice to Class Members whose Class Notice is returned by the USPS as undelivered a second time.
- (d) The deadlines for Class Members’ written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the

Class Data and should have received the Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than 14 days after receipt of the Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves from (opt-out of) the class components of the Settlement must send the Administrator, by mail, a signed written Request for Exclusion no later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). To be valid, the Request for Exclusion must: contain the name of the person requesting exclusion; indicate that they do not wish to participate in the Settlement in the *Sierra Steele, et al. v. LEGOLAND California, LLC, et al.*, Case No. 37-2021-00052868-CU-OE-CTL, or some other descriptor that identifies the case; and be signed by the person requesting exclusion. The Request for Exclusion must be timely postmarked by the Response Deadline. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted.
- (b) If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' releases under Paragraph 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Affected Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and a Notice of Objection, only the Request for Exclusion will be accepted and the Notice of Objection will be void.

8.6. Challenges to Calculation of Workweeks or PAGA Pay Periods. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. Any such dispute, including any supporting information, must be sent to the Administrator by the Response Deadline. Under such circumstances, the Administrator will advise counsel for all Parties of the Class Member's dispute, and the Parties will cooperate in good faith to resolve the dispute. If a resolution cannot be reached by and among the Parties and the Administrator, the Court will render all final decisions on such dispute.

8.7. Objections to Settlement.

(a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees, Class Counsel Litigation Costs and/or Class Representative Service Payments.

(b) Participating Class Members may send written objections to the Administrator by mail. To be valid, the Notice of Objection must: (i) contain the name of the Class Member; (ii) identify the case, e.g., by stating the Notice of Objection relates to the *Sierra Steele, et al. v. LEGOLAND California, LLC, et al.* case, Case No. 37-2021-00052868-CU-OE-CTL, or some other descriptor that identifies the case; (iii) state the basis for the objection; (iv) be signed by the Class Member; and (v) be postmarked on or before the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). Absent good cause found by the Court, if the Notice of Objection does not satisfy the requirements listed in (i)-(v), it will not be deemed a timely and valid Notice of Objection to this Settlement. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

(c) Non-Participating Class Members have no right to object to the Settlement.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

(a) Website, Email Address and Toll-Free Number. The Administrator will establish, maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees, Class Counsel Litigation Costs and Class Representative Service Payments, and

the Final Approval Order and Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- (b) Requests for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. No later than 7 days after the Response Deadline for submitting Requests for Exclusion, the Administrator shall email to Defense Counsel (i) the names, social security numbers, and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (ii) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (iii) copies of all Requests for Exclusion submitted (whether valid or invalid). The Administrator shall email to Class Counsel a summary report that includes only the names of Class Members who have submitted timely and valid Requests for Exclusion.
- (c) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed and re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, Notices of Objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”).
- (d) Administrator’s Declaration. No later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to the Administrator’s due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion received (both valid and invalid), and the number of Notices of Objection. The Administrator will modify and/or supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (e) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class

Counsel is responsible for filing the Administrator's declaration in Court. If a subsequent declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this subsequent declaration at least 7 days before any deadline for a subsequent declaration and Class Counsel shall be responsible for filing the subsequent declaration with the Court.

9. **CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant provided figures as to the Class size as set forth in Paragraph 4.1 above. In regard hereto, Defendant is providing a declaration as set forth in Paragraph 7.1 above. If the number of Workweeks actually worked by Class Members during the Class Period is more than 10% greater than 377,000 (i.e., if the total number of Workweeks is 414,701 or more), Defendant can either (a) increase the Gross Settlement Amount by a proportionate amount for each additional Workweek in excess of the 10% (i.e., Defendant would pay an additional \$14.47 for each Workweek in excess of 414,700); or (b) cut off the Class Period as of the date that the number of Workweeks in the Class Period exceeded 414,700.
10. **DEFENDANT'S RIGHT TO TERMINATE.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated to, elect to terminate the Settlement. The Parties agree that, if Defendant exercises this right, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement. Defendant must notify Class Counsel and the Court of its election to withdraw no later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will not count toward the 5% threshold.
11. **MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, no later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), the Proposed Final Approval Order and Judgment substantially in the form attached hereto as Exhibit C (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel no later than 7 days prior to filing the Motion for Final Approval, so that Defendant may confirm the briefs are accurate as to the data referenced in the motion. Class Counsel and Defense Counsel will expeditiously meet and confer in good faith to resolve any disagreements concerning the Motion for Final Approval.
 - 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 11.2. Duty to Cooperate. If the Court does not grant final approval or conditions final approval on any material change to the Settlement (including, but not limited to, the scope

of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns to attempt to revise the Agreement in order to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees, Class Counsel Litigation Costs and/or Administration Expenses shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final Approval Order and Judgment, the Court will retain jurisdiction over the Parties, the Class Action, and the Settlement under CCP section 664.6 solely for purposes of (a) enforcing this Agreement and/or the Judgment, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees and Class Counsel Litigation Costs set forth in this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns to attempt to obtain final approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under CCP section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

13. ADDITIONAL PROVISIONS

13.1. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation,

association, government agency, or other entity except: (a) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (b) counsel in a related matter; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or subpoena; (e) in response to an inquiry or subpoena issued by a state or federal government agency; or (f) submission of the Agreement to the LWDA. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to initiate, directly or indirectly, any conversation or other communication, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved" or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 13.2. No Solicitation. The Parties agree that they and their respective counsel and employees have not and will not solicit any Class Member to submit a Request for Exclusion from, or a Notice of Objection to, the Settlement or to appeal from the Court's Final Approval Order and Judgment, including through the use of social media or electronic advertisement.
- 13.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.5. Prior Assignments. The Parties represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.6. Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 13.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest, and approved by the Court.
- 13.8. Agreement Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of each of the Parties.
- 13.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Class Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. The Parties and their counsel agree not to publicize the facts, amount, or terms of the Settlement in any way, including by way of press releases, initiating contact with the press, responding to any press inquiries, or communicating with the press. Plaintiffs and Class Counsel also agree not to reference this Settlement in any communication, including on social media, in any advertisement or on any website. The Parties and their counsel shall keep this Settlement and its terms confidential except as necessary to obtain approval of and to implement the Settlement.
- 13.12. Use and Destruction of Employee Data. Information provided to Class Counsel pursuant to Cal. Evid. Code section 1152, and all copies and summaries of employee data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final payout of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of employee data received from Defendant.
- 13.13. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.14. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.15. Notice. Unless otherwise specifically provided, all notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, or as of the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw
LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

Julie A. Dunne
Matthew Riley
Vani Parti
DLA Piper LLP (US)
4365 Executive Drive, Suite 1100
San Diego, California 92121
Telephone: 619.699.2700
Email: julie.dunne@us.dlapiper.com
matthew.riley@us.dlapiper.com
vani.parti@us.dlapiper.com

13.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the Class Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that the date to bring a case to trial under CCP section 583.310 shall be extended for a period of not less than one (1) year from the date of the signing of the Agreement by all Parties until the Effective Date or the date this Agreement shall no longer be of any force or effect. If this Settlement is not approved for any reason, then the stay will be lifted and the litigation will resume as to the Operative Complaint. However, if the Court reduces the amount of requested Class Representative Service Payments, Class Counsel Fees, Class Counsel Litigation Costs, and/or Administration Expenses, that ruling will not constitute a failure to grant approval of the Settlement.

13.18. This Settlement Is Fair, Reasonable, And Adequate. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement after lengthy, extensive arms-length negotiations, taking into account all relevant factors, both current and potential.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Feb 22, 2023



Sierra G Steele (Feb 22, 2023 12:14 PST)
Plaintiff Sierra Steele

Dated: Feb 22, 2023

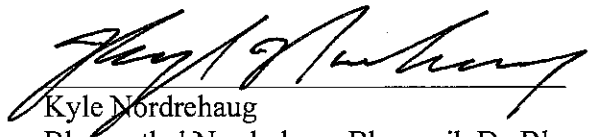


Elijah Wilkinson (Feb 22, 2023 12:43 PST)
Plaintiff Elijah Wilkinson

Dated: _____

Robert Dennison
For Defendant LEGOLAND California, LLC

Dated: 2/22/23



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorneys for Plaintiffs

Dated: _____

Matthew Riley
DLA Piper LLP (US)
Attorneys for Defendant LEGOLAND California, LLC

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

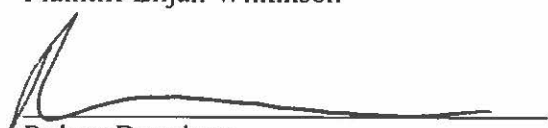
Dated: _____

Plaintiff Sierra Steele

Dated: _____

Plaintiff Elijah Wilkinson

Dated: 2/23/2023



Robert Dennison
For Defendant LEGOLAND California, LLC

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorneys for Plaintiffs

Dated: _____

Matthew Riley
DLA Piper LLP (US)
Attorneys for Defendant LEGOLAND California, LLC

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

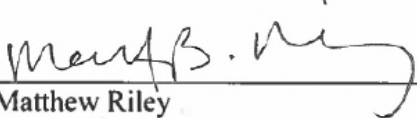
Dated: _____
Plaintiff Sierra Steele

Dated: _____
Plaintiff Elijah Wilkinson

Dated: _____
Robert Dennison
For Defendant LEGOLAND California, LLC

Dated: _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorneys for Plaintiffs

Dated: 2/23/2023



Matthew Riley
DLA Piper LLP (US)
Attorneys for Defendant LEGOLAND California, LLC

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

To all individuals employed by LEGOLAND California, LLC (“**LEGOLAND**”) in the State of California in a non-exempt position at any time during the period from December 17, 2017 through and including February 12, 2023 (“**Class Period**”).

PLEASE READ THIS NOTICE CAREFULLY

IT MAY AFFECT YOUR LEGAL RIGHT TO MONEY IN CONNECTION WITH THE SETTLEMENT OF A CLASS ACTION LAWSUIT.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against LEGOLAND and the Released Parties that are covered by this Settlement (Released Class Claims). Additional information is set forth below in Section C.
You Can Opt out of the Class Aspects of the Settlement but not the PAGA Aspects of the Settlement The Response Deadline is _____.	If you don’t want to fully participate in the proposed Settlement, you can opt out of the class action aspects of the Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will not be bound by the Released Class Claims. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. See Section B below. However, you cannot opt out of the PAGA portion of the proposed Settlement. If you are an Affected Employee and exclude yourself from the class action aspects of the Settlement, you will still be paid your share of the PAGA Settlement Amount and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a Request for Exclusion.
Participating Class Members Can Object to the Class Aspects of the Settlement but not the PAGA Aspects of the Settlement Written Objections Must be Submitted by the Response Deadline (_____)	All Class Members who do not opt out (“Participating Class Members”) can object to the proposed Settlement of the Released Class Claims. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section B below.

You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the San Diego County Superior Court in Department 70 before Judge Carolyn Caietti. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost) in person or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section G below.
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A. WHAT IS THIS NOTICE ABOUT?

A settlement agreement (the “**Settlement**”) has been reached between LEGOLAND and Plaintiffs Sierra Steele and Elijah Wilkinson (“**Plaintiffs**”) in a class and representative action pending in the Superior Court in the State of California, County of San Diego (the “**Court**”). Plaintiffs are pursuing the class action on behalf of themselves and all individuals who were employed by LEGOLAND in the State of California in a non-exempt position during the Class Period. However, if any individual employed by LEGOLAND in a non-exempt position during the Class Period signed a severance agreement during the Class Period and was not subsequently rehired by LEGOLAND, those individuals are excluded from the class action aspects of the Settlement. If you were employed by LEGOLAND in a non-exempt position during the Class Period, you signed a severance agreement during the Class Period, and you were subsequently rehired by LEGOLAND, you shall only be entitled to participate in the class action aspects of the Settlement with respect to the post-severance agreement time period(s) for which you were employed by LEGOLAND during the Class Period (“**Class Members**”).

The Court has preliminarily approved the Settlement and conditionally certified a class of all Class Members for purposes of the Settlement only. You have received this notice because LEGOLAND’s records indicate that you are a Class Member. This notice is designed to provide you with a brief description of the Action (defined below), inform you of the proposed Settlement, and discuss your rights in connection with the class action aspects of the Settlement, including how you can participate in the class action aspects of the Settlement, opt out of the class action aspects of the Settlement, or object to the class action aspects of the Settlement. Unless you submit a timely and valid Request for Exclusion, the class action aspects of the Settlement will be binding upon you if and when it is approved by the Court.

B. WHAT ARE MY RIGHTS AS A CLASS MEMBER? DO I HAVE TO SUBMIT A FORM TO PARTICIPATE IN THIS SETTLEMENT?

1. **Participating in the Settlement:** **You do not need to do anything to participate in this Settlement.** If you do not submit a valid and timely Request for Exclusion from the class action aspects of the Settlement, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the Released Class Claims (defined below) against the Released Parties described below.
2. **Excluding Yourself from the Settlement:** If you do not wish to participate in the Individual Class Payment portion of the Settlement, you may request exclusion by mailing a signed written Request for Exclusion to ILYM Group, Inc. at 14771 Plaza Dr L, Tustin, California 92780. To be valid, the Request for Exclusion must: (a) contain your full name; (b) indicate that you do not wish to participate in the Settlement in the *Sierra Steele, et al. v. Legoland California, LLC, et al.* case, Case No. 37-2021-00052868-CU-OE-CTL, or some other descriptor that identifies the case; (c) be signed by you; and (d) be postmarked no later than _____, 2023 [to be extended by 14 days if Notice is remailed] (the “**Response Deadline**”).

MAIL YOUR REQUEST FOR EXCLUSION TO:

ILYM Group, Inc.
14771 Plaza Dr L, Tustin, CA 92780

If the Request for Exclusion does not contain the information showing that you wish to be excluded from the Settlement or is not postmarked by the Response Deadline and returned to the Administrator at the specified address, it will not be deemed a timely and valid Request for Exclusion absent a good cause finding by the Court. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. If you submit a timely and valid Request for Exclusion you will not be entitled to an Individual Class Payment and will not be bound by the release of the Released Class Claims. If you submit a timely and valid Request for Exclusion you will not have any right to object to or appeal the Settlement.

If you do not submit a timely and valid Request for Exclusion on or before the Response Deadline, you shall be deemed a Participating Class Members and will be bound by all terms of the Settlement and the Final Approval Order and Judgment entered in the Action. There will be no retaliation or adverse action taken against any Class Member who participates in the Settlement or elects not to participate in the Settlement.

3. **Objecting to the Settlement:** You may object to the settlement of the Released Class Claims by mailing a written notice of objection to the Administrator postmarked no later than _____, 2022 [to be extended by 14 days if Notice is remailed] (the “**Response Deadline**”).

MAIL YOUR OBJECTION TO:

ILYM Group, Inc.
14771 Plaza Dr L, Tustin, CA 92780

To be valid, you must mail a written objection to the Administrator which must: (a) contain your full name; (b) indicate that you object to the Settlement in the *Sierra Steele, et al. v. Legoland California, LLC, et al.* case, Case No. 37-2021-00052868-CU-OE-CTL, or some

other descriptor that identifies the case; (c) state the basis for the objection; (d) be signed by you; and (e) be postmarked on or before the Response Deadline. Absent good cause found by the Court, if the Notice of Objection does not contain the information listed in (a)-(e), it will not be deemed a timely and valid Notice of Objection. The date of the postmark on a Notice of Objection shall be the exclusive means used to determine whether a Notice of Objection has been timely served on the Administrator. You will have a right to appear at the Final Approval Hearing to have your objections heard orally by the Court whether or not you submit a written objection.

C. HOW MUCH WILL I RECEIVE?

LEGOLAND's records indicate that during the Class Period (*i.e.*, between December 17, 2017 and February 12, 2023), you worked for LEGOLAND during a total of _____ workweeks in a non-exempt position in California. If you signed a severance agreement during the Class Period and were subsequently rehired by LEGOLAND, then the total number of workweeks listed are limited to the post-severance agreement time period for which you were employed in a non-exempt position by LEGOLAND during the Class Period. Based on this information, it is estimated that your Individual Class Payment will be approximately \$_____, assuming the Net Settlement Amount is \$_____, after the deductions described above. Your Individual PAGA Payment is estimated to be <<\$_____>>. The actual amount you may receive may be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to LEGOLAND's records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work for LEGOLAND in California in a non-exempt position during the PAGA Period.) Assuming the Court approves the Settlement, you do not need to do anything to receive a payment.

If you believe that the number of workweeks listed above are inaccurate, you may submit a dispute to the Administrator and provide any supporting information by [RESPONSE DEADLINE], 2023 [to be extended by 14 days if Notice is remailed].

D. WHAT IS THIS LAWSUIT ABOUT?

The action is titled *Sierra Steele, et al. v. Legoland California, LLC, et al.*, designated as San Diego County Superior Court Case No. 37-2021-00052868-CU-OE-CTL (the "**Action**").

Plaintiffs brought the Action seeking, in part, compensation on behalf of a class of hourly-paid, non-exempt LEGOLAND employees by alleging claims for: (a) unlawful and unfair competition in violation of California Business and Professions Code section 17200 *et seq.*; (b) failure to pay minimum and overtime wages for all time worked in violation of California Labor Code sections 510, 1194, 1197, 1197.1, and 1198, including off-the-clock time spent (i) waiting for and submitting to loss prevention inspections; (ii) waiting in line in order to pass through security checkpoints; (iii) waiting in line before clocking in; and (iv) waiting in line for mandatory temperature checks; (c) failure to pay overtime wages in violation of California Labor Code sections 510, 1194, and 1198, including but not limited to failure to pay overtime wages at the

correct regular rate of pay; (d) failure to provide meal periods or pay meal period premiums in violation of California Labor Code sections 226.7 and 512 and the applicable Industrial Welfare Commission (“IWC”) Wage Order; (e) failure to authorize and permit rest periods or pay rest period premiums in violation of California Labor Code section 226.7 and the applicable IWC Wage Order; (f) failure to provide accurate itemized wage statements in violation of California Labor Code section 226; (g) failure to pay all wages due upon termination of employment in violation of California Labor Code sections 201-203; (h) failure to pay employees within 7 days of the close of the payroll period in violation of California Labor Code section 204; (i) failure to pay all sick pay due in violation of California Labor Code sections 201-203 and 246; (j) unlawful deductions from compensation in violation of California Labor Code section 221; (k) failure to reimburse employees for business expenses in violation of California Labor Code section 2802; (l) failure to pay reporting time pay as required by the applicable IWC Wage Order; (m) civil penalties for alleged Labor Code violation pursuant to the Private Attorneys General Act (“PAGA”); (n) attorneys’ fees and costs incurred to prosecute the Action on behalf of Class Members; and (o) any other derivative remedies, penalties, and interest available under the law based on the facts alleged in the Action.

After good-faith settlement negotiations with the assistance of an independent mediator, Plaintiffs and LEGOLAND agreed to settle the Action. The Parties and their counsel have concluded that the class action aspects of the Settlement are fair, adequate and reasonable, considering the risks and uncertainties to each side of continued litigation.

The Settlement represents a compromise of disputed claims. Nothing in the Settlement is intended to be or will be construed as an admission by LEGOLAND that Plaintiffs claims in the Action have merit or that LEGOLAND has any liability to Plaintiffs or Class Members for the conduct alleged in the Action. On the contrary, LEGOLAND denies any and all such liability and denies that Class Members are entitled to compensation for the conduct alleged in the Action.

E. SUMMARY OF THE SETTLEMENT PAYMENTS

1. **Gross Settlement Amount:** LEGOLAND will pay \$6,000,000 as the Gross Settlement Amount. The Gross Settlement Amount is the total amount that LEGOLAND shall be obligated to pay under the Settlement, except for the employer’s share of payroll taxes on the wage component of the Individual Class Payments, which LEGOLAND shall pay in addition to the Gross Settlement Amount. The Gross Settlement Amount will include all amounts paid for the Class Representative Service Payments to Plaintiffs; the Class Counsel Fees; the Class Counsel Litigation Costs; Administration Expenses; the PAGA Settlement Amount to resolve the claim for civil penalties under the PAGA; and the Individual Class Payments to Participating Class Members.
2. **Class Representative Services Payments:** Plaintiffs have asked the Court to award \$10,000 each for prosecuting the Action and for the Complete and General Release that they are providing to LEGOLAND as part of the Settlement. If awarded by the Court, the Class Representative Services Payments will be paid out of the Gross Settlement Amount.

3. **Class Counsel Fees:** Class Counsel has asked the Court to award them up to one third of the Gross Settlement Amount (\$2,000,000) in attorneys' fees for the services the attorneys representing the Plaintiffs in the Action have rendered and will render in the Action. Any Class Counsel Fees awarded by the Court will be paid out of the Gross Settlement Amount. The Class Counsel Fees awarded by the Court will constitute full and complete compensation for all attorneys' fees incurred to date in the Action as well as all attorneys' fees yet-to-be incurred by Class Counsel to document the Settlement, to secure court approval of the Settlement, to obtain final adjudication of the Action, and to oversee administration of the Settlement.
4. **Class Counsel Litigation Costs:** Class Counsel has asked the Court to award up to \$40,000 for the litigation costs they have incurred and will incur in the investigation, litigation, and resolution of the Action. Any Class Counsel Litigation Costs awarded by the Court will be paid out of the Gross Settlement Amount. The Class Counsel Litigation Costs awarded by the Court will constitute full and complete compensation for all costs and expenses of Class Counsel.
5. **Administration Expenses:** The Court will award the reasonable costs of administering the Settlement, up to a maximum of \$60,000, to be paid out of the Gross Settlement Amount. The Court has appointed ILYM Group, Inc. to act as an independent Administrator for purposes of administering this Settlement.
6. **PAGA Settlement Amount:** Under the PAGA, the State of California deputizes private attorneys general, such as Plaintiff Sierra Steele, to prosecute claims for civil penalties against employers for alleged violations of the Labor Code, and all aggrieved employees are entitled to share in 25% of the penalties that would otherwise be recoverable by the State if it directly prosecuted the alleged Labor Code violations. The Parties have agreed to allocate \$200,000 (the "**PAGA Settlement Amount**") of the Gross Settlement Amount to PAGA civil penalties to resolve PAGA claims on behalf of the State of California for Labor Code violations allegedly committed by LEGOLAND against individuals who were employed by LEGOLAND in the State of California in a non-exempt position at any time from July 23, 2020 through and including February 12, 2023 ("**Affected Employees**"). Pursuant to PAGA, 75% of the PAGA Settlement Amount (i.e., \$150,000.00) will be paid to the California Labor & Workforce Development Agency and 25% of the PAGA Settlement Amount (i.e., \$50,000.00) will be distributed to Affected Employees (regardless of whether they seek to be excluded from the class action aspects of the Settlement or have signed a severance agreement). Each Individual PAGA Payment will be calculated by dividing each individual Affected Employee's total number of pay periods worked for LEGOLAND in a non-exempt position for at least one day during the period of July 23, 2020 through and including February 12, 2023 (the "**PAGA Period**"), by the total of all pay periods worked by all Affected Employees during the PAGA Period, and multiplying this result by the 25% portion of the PAGA Settlement Amount.
7. **Net Settlement Amount:** The Net Settlement Amount means the Gross Settlement Amount minus deductions for the Class Representative Services Payments, the Class Counsel Fees, the Class Counsel Litigation Costs, the Administration Expenses, and the PAGA Settlement Amount.

8. **Individual Class Payments:** LEGOLAND will pay the Net Settlement Amount to Class Members who do not exclude themselves from the Settlement (“**Participating Class Members**”). Each Participating Class Member’s share of the Net Settlement Amount (the “**Individual Class Payment**”) will be based on the number of workweeks each Participating Class Member worked for LEGOLAND in California in a non-exempt position on at least one day during the Class Period. Each Individual Class Payment shall be calculated by dividing a Participating Class Member’s individual workweeks by the total of all Participating Class Members’ workweeks, and multiplying this result by the Net Settlement Amount. The Individual Class Payments will be allocated 20% as wages, 20% as interest, and 60% as penalties and expense reimbursements. The wage component of the Individual Class Payments shall be subject to W-2 reporting and shall be subject to deductions for employee-side employment and payroll taxes. The interest and penalty components of the Individual Class Payments will be subject to IRS Form 1099 reporting, if required by law, and will not be subject to deductions for employment and payroll taxes.
9. The Class Representative Services Payments, the Class Counsel Fees, the Class Counsel Litigation Costs, the Administration Expenses, the PAGA Settlement Amount, and Individual Class Payments will be paid after the Court enters a Final Approval Order and Judgment, all time for Class Members to appeal or challenge the Final Approval Order and Judgment has lapsed, and the Final Approval Order and Judgment become binding and no longer subject to appeal (*i.e.*, the “**Effective Date**”).
10. California Code of Civil Procedure section 384 requires that unclaimed settlement funds be provided to a non-profit entity that meets certain criteria. Any unclaimed funds resulting from Class Members’ failure to cash their checks by the Void Date shall be transmitted by the Administrator to California Alliance of Boys & Girls Clubs, Inc. (“Boys & Girls Clubs”), with the funds designated to be used in California for the Boys & Girls Clubs’ Workforce Readiness program/job training. Any refunded employee-side payroll taxes corresponding to the wage component of any uncashed Individual Class Payment checks shall also be transmitted by the Administrator to the Boys & Girls Clubs. Any refunded employer-side payroll taxes corresponding to the wage component of any uncashed Individual Class Payment checks shall be returned to LEGOLAND.
11. If the Court does not grant final approval of the Settlement or if the Judgment does not become final and binding for any reason, then the Settlement will become null and void; if that occurs, neither Plaintiffs nor LEGOLAND will have further obligations under the Settlement, including any obligation by LEGOLAND to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Settlement. An award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the Class Representative Services Payments, the Class Counsel Fees, the Class Counsel Litigation Costs, or the Administration Expenses will not render the Settlement null and void.

F. WHAT CLAIMS ARE RELEASED?

If you do not request to be excluded from the class action aspects of the Settlement, you will be a Participating Class Member. As a Participating Class Member, you will be unable to sue, continue to sue, or be a part of any other lawsuit against the Released Parties regarding the “Released Class Claims” in this Settlement. “**Released Parties**” means LEGOLAND and each of its current and former parents (including, but not limited to, Merlin Entertainments entities), subsidiaries, affiliated corporations, and/or its or their present and former officers, partners, directors, managers, supervisors, employees, attorneys, agents, shareholders, and/or successors, assigns, and trustees.

Released Class Claims: Upon the Effective Date, Plaintiffs – on behalf of themselves and Participating Class Members – will fully and irrevocably release the Released Parties from the Released Class Claims in exchange for the consideration provided by this Settlement. “**Released Class Claims**” mean any and all claims, rights, demands, and liabilities of every nature and description, whether known or unknown, suspected or unsuspected, arising under federal, state, or local law, that were asserted or that could have been asserted based on the facts alleged in the First Amended Complaint, that arose during the Class Period, including: (a) unlawful and unfair competition in violation of California Business and Professions Code section 17200 *et seq.*; (b) failure to pay minimum and overtime wages for all time worked in violation of California Labor Code sections 510, 1194, 1197, 1197.1, and 1198, including off-the-clock time spent (i) waiting for and submitting to loss prevention inspections; (ii) waiting in line in order to pass through security checkpoints; (iii) waiting in line before clocking in; (iv) waiting in line for mandatory temperature checks; (c) failure to pay overtime wages in violation of California Labor Code sections 510, 1194, and 1198, including but not limited to failure to pay overtime wages at the correct regular rate of pay; (d) failure to provide meal periods or pay meal period premiums in violation of California Labor Code sections 226. 7 and 512 and the applicable IWC Wage Order; (e) failure to authorize and permit rest periods or pay rest period premiums in violation of California Labor Code section 226. 7 and the applicable IWC Wage Order; (f) failure to provide accurate itemized wage statements in violation of California Labor Code section 226; (g) failure to pay all wages due upon termination of employment in violation of California Labor Code sections 201-203; (h) failure to pay employees within 7 days of the close of the payroll period in violation of California Labor Code section 204; (i) failure to pay all sick pay due in violation of California Labor Code sections 201- 203 and 246; (j) unlawful deductions from compensation in violation of California Labor Code section 221; (k) failure to reimburse employees for business expenses in violation of California Labor Code section 2802; (l) failure to pay reporting time pay as required by the applicable IWC Wage Order; (m) attorneys’ fees and costs incurred to prosecute the Actions on behalf of Class Members; and (n) any other derivative remedies, penalties, and interest available under the law based on the facts alleged in the Actions. Except as expressly set forth in the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

Plaintiffs and Participating Class Members may discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released Class Claims but, upon the Effective Date, Plaintiffs and Participating Class Members shall be deemed to have – and by operation of the Final Approval Order and Judgment shall have – fully, finally, and forever settled and released any and all of the Released Class Claims. It is the intent of the Parties

that the Final Approval Order and Judgment entered by the Court shall have full res judicata effect and be final and binding upon Plaintiffs and Participating Class Members regarding the Released Class Claims. **All Released Class Claims are released for the Class Period (December 17, 2017 through and including February 12, 2023).** Indeed, the binding nature of the Settlement and the Released Class Claims shall have the same force and effect as if each Participating Class Member had executed the Settlement Agreement individually.

In addition to the Released Class Claims, the Settlement releases the Released Parties from claims for civil penalties under PAGA. The **Released PAGA Claims** mean any and all claims, rights, demands, and liabilities of every nature and description, whether known or unknown, for civil penalties that were asserted or that could have been asserted based on the facts alleged in the Action, including the initial and the First Amended Complaint, that arose during the PAGA Period, including, but not limited to, claims for civil penalties for alleged violations of California Labor Code sections 201-204, 210, 221, 226, 226.7, 227.3, 246, 351, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, violations of California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), and violations of the applicable IWC Wage Order(s), and attorneys' fees and costs incurred to prosecute the PAGA claims in the Actions on behalf of Affected Employees. The PAGA release is limited to claims, rights, and demands for civil penalties under PAGA as well as any attorneys' fees or cost reimbursement that could have been awarded to Plaintiffs or any law firm representing Plaintiffs in association with the PAGA Claims.

G. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a Final Approval Hearing on _____, 2023, at __:__.m., at the Hall of Justice in Dept. C-70 of the San Diego County Superior Court located at 330 West Broadway, San Diego, CA 92101, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Class Representative Services Payments, the Class Counsel Fees, the Class Counsel Litigation Costs, the Administration Expenses, and the PAGA Settlement Amount.

The Final Approval Hearing may be postponed without further notice to Class Members. **It is not necessary for you to appear at this hearing.** If you have submitted an objection, and indicated you intend to appear in the manner set forth above, you may appear at the hearing and be heard either in person or using the Court's remote appearance platform at <https://www.sdcourt.ca.gov/virtualhearings>. Class Members are advised to check the settlement website at www._____.com or the Court's online Case Access system by going to <https://roa.sdcourt.ca.gov/roa/>, clicking accept the terms, answering the security question, and then input the case number (37-2021-00052868) and year filed (2021) to confirm whether the Final Approval Hearing date has been changed.

H. GETTING MORE INFORMATION

This notice summarizes the proposed class action Settlement. For the precise terms and conditions of the Settlement, or if you have questions about the Settlement, please see the Settlement Agreement available at www._____.com, contact the Administrator (see below contact information), contact Class Counsel (see below contact information), or access the Court docket in this Action, through the Court's online Case Access system at <https://www.roa.sdcourt.gov/roa/>, or visit the office of the Clerk of the Court for the California Superior Court for the County of San Diego, 330 West Broadway, San Diego, CA 92101, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You may also contact Class Counsel (see below contact information).

ADMINISTRATOR:

ILYM Group, Inc.
14771 Plaza Dr L,
Tustin, CA 92780

Ph: _____
Fax: _____
Email: _____

CLASS COUNSEL:

Norman B. Blumenthal
Kyle R. Nordrehaug
BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2255 Calle Clara
La Jolla, California 92037
Telephone: 858.551.1223
Email: norm@bamlawca.com
kyle@bamlawca.com

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT.**

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[PRELIMINARY APPROVAL ORDER]

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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] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AND NOTICE
PROCEDURES

Judge: Hon. Carolyn M. Caietti
Dept.: C-70
Action Filed: December 17, 2021
Trial Date: Not yet set

Plaintiffs’ motion for preliminary approval came on regularly for hearing on _____ 2023,
in Department C-70 of the Superior Court of the State of California, County of San Diego, located at
330 West Broadway, San Diego, California, before the Honorable Carolyn M. Caietti. Plaintiffs were
represented by their counsel, Blumenthal Nordrehaug Bhowmik De Blouw LLP (“Class Counsel”).
Defendant Legoland California, LLC (“Defendant”) was represented by its counsel, DLA Piper LLP
(US).

Plaintiffs and Defendant have agreed to settle the Actions upon the terms and conditions set
forth in the Class Action and PAGA Settlement Agreement (“Agreement”), which is attached as

1 Exhibit 1 to the Declaration of _____ in support of Plaintiffs' motion for preliminary approval.

2 Based upon the Court's review of the Agreement, the moving papers submitted in support of
3 preliminary approval, and all of the files, records, and proceedings herein, and in recognition of the
4 Court's duty to make a preliminary determination as to the reasonableness of this proposed class action
5 settlement and to ensure proper notice to all Class Members in accordance with due process
6 requirements, the Court preliminarily finds: (1) the Settlement of the Released Class Claims was
7 entered into in good faith and appears to be fair, reasonable, and adequate, such that the Administrator
8 should distribute notice of the Settlement to all Class Members, and a hearing regarding final approval
9 of the Settlement should be set; and (2) the Settlement of the Released PAGA Claims appears
10 consistent with PAGA's underlying purpose of benefitting the public. Accordingly, the Court
11 GRANTS preliminary approval of the Parties' Settlement for the reasons stated below, and sets the
12 below schedule for notice to Class Members and the Final Approval Hearing:

13 THEREFORE, IT IS HEREBY ORDERED:

14 1. This Order incorporates by reference the definitions in the Agreement, and all terms
15 defined therein shall have the same meaning in this Order.

16 2. It appears to the Court on a preliminary basis that the class aspects of the Settlement
17 are fair, reasonable, and adequate. More specifically, it appears to the Court that counsel for the Parties
18 have engaged in sufficient investigation, research, and informal discovery, such that Class Counsel
19 and Defense Counsel are able to reasonably evaluate their respective positions. The Court
20 preliminarily finds that the class aspects of the Settlement appear to be within the range of
21 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the
22 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
23 preliminarily finds that the monetary settlement awards made available to all Class Members appear
24 fair, reasonable, and adequate when balanced against the probable outcome of further litigation
25 relating to liability and damages issues.

26 3. The Court further preliminarily finds that the relief provided for under PAGA is
27 genuine, meaningful, and consistent with PAGA's underlying purpose of benefitting the public.

28 4. The Court also finds that settlement of the class and PAGA claims at this time will

1 avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be
2 presented by the further prosecution of the Actions. It further appears that the Settlement has been
3 reached as a result of multiple, arms' length mediation sessions before a neutral mediator.

4 5. Additional factors weigh in favor of granting preliminary approval. The proposed
5 Settlement does not require Class Members to participate in a claims process in order to receive their
6 share of the Gross Settlement Amount. Any funds not claimed will not revert to Defendant, but will
7 be paid to the Cy Pres Recipient to be approved by the Court. The Parties have proposed California
8 Alliance of Boys & Girls Clubs, Inc. ("Boys & Girls Clubs"), with the funds designated to be used in
9 California for the Boys & Girls Clubs' Workforce Readiness program/job training as the Cy Pres
10 Recipient. The Court preliminary finds that the Parties' proposed Cy Pres Recipient and funds
11 designation are fair, adequate, and reasonable.

12 6. For the purposes of this Settlement only, the Court hereby provisionally certifies the
13 Released Class Claims on behalf of the Class Members. "Class Members" means all individuals who
14 were employed by Defendant in the State of California in a non-exempt position during the Class
15 Period, i.e., December 17, 2017 through and including February 12, 2023. However, if any individual
16 employed by Defendant in a non-exempt position during the Class Period signed a severance
17 agreement during the Class Period and was not subsequently rehired by Defendant, those Class
18 Members shall be excluded from the class action aspects of the Settlement. Moreover, if any individual
19 employed by Defendant in a non-exempt position during the Class Period signed a severance
20 agreement during the Class Period but was subsequently rehired by Defendant, they shall only be
21 entitled to participate in the class action aspects of the Settlement with respect to the post-severance
22 agreement time period(s) for which they were employed by Defendant during the Class Period. Should
23 for whatever reason the Settlement not become final, the fact that the Parties were willing to stipulate
24 to certification of the Released Class Claims on behalf of the Class Members as part of the Settlement
25 shall have no bearing on, nor be admissible in connection with, the issue of whether a class of such
26 individuals should be certified in a non-settlement context in this Actions or in any other lawsuit.

27 7. For the purposes of this Settlement only, the Court hereby preliminarily appoints and
28 designates Plaintiffs to serve as the representatives for the Class Members who do not opt out of the

1 Settlement by the Response Deadline.

2 8. For purposes of this Settlement, the Court also preliminarily appoints Blumenthal
3 Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel for the Class Members who do not
4 opt out of the Settlement by the Response Deadline. Class Counsel is authorized to represent and bind
5 Plaintiffs and Class Members with respect to all acts or consents required by this Order. Any Class
6 Member may enter an appearance through counsel of such individual's own choosing and at such
7 individual's own expense. Any Class Member who does not enter an appearance or appear on his or
8 her own will be represented by Class Counsel.

9 9. The Court finds, based on Class Counsel's declaration, that Class Counsel has notified
10 the California Labor and Workforce Development Agency ("LWDA") of the PAGA claims at issue
11 in this lawsuit pursuant to Labor Code section 2699.3, and that Class Counsel has notified the LWDA
12 of the settlement of those claims by submitting a copy of the Agreement to the LWDA in compliance
13 with California Labor Code section 2699(l).

14 10. For the purposes of this Settlement, the Court hereby preliminarily approves the
15 definition and disposition of the Gross Settlement Amount and related matters provided for in the
16 Agreement. In accordance with the Agreement, the Court hereby preliminarily approves the Gross
17 Settlement Amount of Six Million Dollars and Zero Cents (\$6,000,000.00), which is the total, non-
18 reversionary amount that Defendant shall be obligated to pay under the Agreement in order to settle
19 the Actions. Separately, Defendant shall also pay the employer's share of payroll taxes on the Wage
20 Portion of the Individual Class Payments. The Court also preliminarily approves the Parties'
21 agreement that any portion of the employer's share of payroll taxes refunded by state or federal taxing
22 authorities as a result of uncashed Individual Class Payment checks shall be returned to Defendant.

23 11. For the purposes of this Settlement, the Court hereby preliminarily approves the Class
24 Representative Service Payments to Plaintiffs in the amount of \$10,000 each in recognition of their
25 role in prosecuting the Actions on behalf of Class Members and for providing a Complete and General
26 Release to the Released Parties falls within the range of reasonableness. The Court is not approving
27 this amount, but is merely authorizing notice to be provided to the Class Members of Plaintiffs'
28 requested Class Representative Services Payments and allowing Plaintiffs to make an application at

1 the Final Approval Hearing. The Court will decide the final amount of the Class Representative
2 Services Payments at the Final Approval Hearing, and the Class Representative Services Payment will
3 be paid from the Gross Settlement Amount.

4 12. For purposes of this Settlement, the Court hereby preliminarily approves a payment of
5 Class Counsel Fees of up to \$2,000,000 for the services the attorneys representing the Plaintiffs in the
6 Actions have rendered and will render in the Actions. The Court is not approving this amount, but is
7 merely authorizing notice to be provided to the Class Members of Plaintiffs' requested Class Counsel
8 Fees and allowing Class Counsel to make an application at the Final Approval Hearing. The Court
9 will decide, and shall have exclusive jurisdiction regarding, the final amount and allocation of the
10 Class Counsel Fees at the Final Approval Hearing, and the Class Counsel Fees will be paid from the
11 Gross Settlement Amount.

12 13. For purposes of this Settlement, the Court hereby preliminarily approves a payment of
13 Class Counsel Litigation Costs not to exceed a total of \$40,000 for the litigation costs all attorneys
14 representing Plaintiffs in the Actions have incurred and will incur in the investigation, litigation, and
15 resolution of the Actions. The Court is not approving this amount, but is merely authorizing notice to
16 be provided to the Class Members of Plaintiffs' requested Class Counsel Litigation Costs and allowing
17 Class Counsel to make an application at the Final Approval Hearing. The Court will decide, and shall
18 have exclusive jurisdiction regarding, the final amount and allocation of the Class Counsel Litigation
19 Costs at the Final Approval Hearing, and the Class Counsel Litigation Costs will be paid from the
20 Gross Settlement Amount.

21 14. For purposes of this Settlement, the Court hereby preliminarily approves a maximum
22 payment of \$60,000 to the Administrator for third-party administration fees that are necessary to
23 administer the Settlement ("Administration Expenses"). The Court will decide the final
24 Administration Expenses at the Final Approval Hearing, and the Administration Expenses will be paid
25 from the Gross Settlement Amount.

26 15. For purposes of this Settlement, the Court hereby preliminarily approves the PAGA
27 Settlement Amount in the amount of \$200,000 as providing genuine and meaningful relief that is
28 consistent with PAGA's underlying purpose of benefitting the public. The Court also preliminarily

1 approves the Parties' allocation of: (a) seventy-five percent (75%) of the PAGA Settlement Amount
2 as a LWDA PAGA Payment to the LWDA; and (b) twenty-five percent (25%) of the PAGA Settlement
3 Amount as an Individual PAGA Payment to the Affected Employees. The PAGA Settlement Amount
4 shall resolve all claims for civil penalties under the PAGA for the PAGA claims consistent with the
5 Released PAGA Claims described in the Agreement. The Agreement provides that the Individual
6 PAGA Payments shall be distributed to Affected Employees on a pro rata basis based on the number
7 of pay periods each worked in a non-exempt position for Defendant in California during the PAGA
8 Period (July 23, 2020 through February 12, 2023). The Court preliminarily approves this proposed
9 allocation and distribution of the PAGA Settlement Amount as fair, reasonable, and adequate. The
10 Court will decide the final PAGA Settlement Amount at the Final Approval Hearing, and the PAGA
11 Settlement Amount will be paid from the Gross Settlement Amount.

12 16. The Net Settlement Amount to be distributed to Participating Class Members is the
13 Gross Settlement Amount minus deductions for the Class Representative Service Payments, Class
14 Counsel Fees, Class Counsel Litigation Costs, Administration Expenses, and PAGA Settlement
15 Amount. The Agreement provides that the Individual Class Payments shall be calculated by dividing
16 a Participating Class Member's individual workweeks worked in a non-exempt position for Defendant
17 in California during the Class Period by the total of all workweeks worked by all Participating Class
18 Members for Defendant in California during the Class Period, and multiplying this result by the Net
19 Settlement Amount. The Court finds that the Net Settlement Amount confers a substantial benefit to
20 Participating Class Members. Accordingly, for purposes of this Settlement, the Court preliminarily
21 approves the Net Settlement Amount and the Individual Class Payments as fair, reasonable, and
22 adequate. The Court will ultimately decide the fairness and adequacy of the distribution of the Net
23 Settlement Amount at the Final Approval Hearing, and the Net Settlement Amount will be paid from
24 the Gross Settlement Amount.

25 17. The Court finds that – provided that all blanks/missing information is filled out – the
26 form and content of the proposed Notice of Settlement (attached to the Agreement as Exhibit A) will
27 fairly and adequately advise Class Members of the terms of the proposed Settlement, of the preliminary
28 approval of the proposed Settlement, of their right to receive their share of the Settlement, of the scope

1 and effect of the Released Class Claims, of their rights and obligations relating to opting out of or
2 objecting to the Settlement, of the date of the Final Approval Hearing, and of their right to appear at
3 the Final Approval Hearing. Thus, the Court finds that the Notice of Settlement comports with all
4 constitutional requirements, including those of due process. The Court further finds that the
5 distribution of the Notice of Settlement as specifically described within the Agreement, with measures
6 taken for verification of addresses, as set forth therein, constitutes a fair and effective method of
7 providing notice of this Settlement.

8 18. The Court hereby appoints ILYM Group, Inc. as the Administrator to provide notice of
9 the Settlement and administer the Settlement, as more specifically set forth in the Agreement.

10 19. The Court understands that the Settlement includes a release of Released Class Claims.
11 Upon the Effective Date, Plaintiffs – on behalf of themselves and Participating Class Members – will
12 fully and irrevocably release the Released Parties from any and all claims, rights, demands, and
13 liabilities of every nature and description, whether known or unknown, suspected or unsuspected,
14 arising under federal, state, or local law, that were asserted or that could have been asserted based on
15 the facts alleged in the Operative Complaint, that arose during the Class Period, including: (i) unlawful
16 and unfair competition in violation of California Business and Professions Code section 17200 *et seq.*;
17 (ii) failure to pay minimum and overtime wages for all time worked in violation of California Labor
18 Code sections 510, 1194, 1197, 1197.1, and 1198, including off-the-clock time spent (a) waiting for
19 and submitting to loss prevention inspections; (b) waiting in line in order to pass through security
20 checkpoints; (c) waiting in line before clocking in; and (d) waiting in line for mandatory temperature
21 checks; (iii) failure to pay overtime wages in violation of California Labor Code sections 510, 1194,
22 and 1198, including but not limited to failure to pay overtime wages at the correct regular rate of pay;
23 (iv) failure to provide meal periods or pay meal period premiums in violation of California Labor Code
24 sections 226.7 and 512 and the applicable Industrial Welfare Commission (“IWC”) Wage Order;
25 (v) failure to authorize and permit rest periods or pay rest period premiums in violation of California
26 Labor Code section 226.7 and the applicable IWC Wage Order; (vi) failure to provide accurate
27 itemized wage statements in violation of California Labor Code section 226; (vii) failure to pay all
28 wages due upon termination of employment in violation of California Labor Code sections 201-203;

(viii) failure to pay employees within 7 days of the close of the payroll period in violation of California Labor Code section 204; (ix) failure to pay all sick pay due in violation of California Labor Code sections 201-203 and 246; (x) unlawful deductions from compensation in violation of California Labor Code section 221; (xi) failure to reimburse employees for business expenses in violation of California Labor Code section 2802; (xii) failure to pay reporting time pay as required by the applicable IWC Wage Order; (xiii) attorneys' fees and costs incurred to prosecute the Actions on behalf of Class Members; and (xiv) any other derivative remedies, penalties, and interest available under the law based on the facts alleged in the Actions.

20. The Court understands that the Settlement includes a release of Released PAGA Claims. Upon the Effective Date, Plaintiffs – on behalf of themselves, the State of California, and Affected Employees – will fully and irrevocably release the Released Parties from the Released PAGA Claims, as defined in the Agreement. Plaintiffs, the State of California, and Affected Employees will release such Released PAGA Claims for the PAGA Period, *i.e.*, from July 23, 2020 through and including February 12, 2023. In light of the consideration provided under the Settlement, the Court makes a preliminary finding that the release of the Released PAGA Claims appears fair, adequate, and reasonable.

21. The Court understands that, under the Settlement, Plaintiffs will provide a Complete and General Release, including a 1542 Waiver (as defined in the Agreement) to the Released Parties in consideration for the promises and payments set forth in the Agreement – including the Class Representative Service Payments to which Defendant contends Plaintiffs are otherwise not entitled. In light of the considerations provided under the Settlement, the Court makes the preliminary finding that Plaintiffs' Complete and General Release appears fair, adequate, and reasonable.

22. The Court understands that the Settlement provides for the following procedures, all of which the Court has considered and finds to be fair, adequate, and reasonable:

a. No later than fifteen (15) calendar days after the date of this Preliminary Approval Order, Defendant shall provide the Administrator with the Class Data, which shall include, for each Class Member: name, last-known mailing address, social security number, email address (if known and available to Defendant), the number of Workweeks, and the number of PAGA Pay Periods.

1 b. No later than twenty-one (21) calendar days after receipt of the Class Data from
2 Defendant, and after updating mailing addresses using the National Change of Address database, the
3 Administrator shall mail the Notice of Settlement to all Class Members by First Class U.S. Mail
4 pursuant to the terms of the Agreement.

5 c. No later than twenty-one (21) calendar days after receipt of the Class Data from
6 Defendant, the Administrator shall establish the Settlement website and post to the website copies of
7 the Notice of Settlement and the other documents the Parties agreed to post on the website, as identified
8 in the Agreement.

9 d. Class Members shall be given an opportunity to exclude themselves from the
10 settlement of the Released Class Claims by submitting the Request for Exclusion that: contains the
11 name of the person requesting exclusion; indicates that they do not wish to participate in the Settlement
12 in the *Sierra Steele v. LEGOLAND California, LLC*, Case No. 37-2021-00052868-CU-OE-CTL, or
13 some other descriptor that identifies the case; is signed by the person requesting exclusion; and is sent
14 to the Administrator. Any Request for Exclusion shall be postmarked no later than the Response
15 Deadline, which is sixty (60) days after the Administrator mails the Notice of Settlement or their
16 individual remailing deadline for any returned Notices of Settlement, which is fourteen (14) calendar
17 days after the Administrator remails the Notice of Settlement. The date of the postmark on the return
18 mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has
19 been timely submitted. Any Class Member who submits a timely and valid Request for Exclusion will
20 not be entitled to an Individual Class Payment and will not be bound by the release of the Released
21 Class Claims. Any Class Member who submits a timely and valid Request for Exclusion will not have
22 any right to object to or appeal the Settlement. Class Members who do not submit a timely and valid
23 Request for Exclusion on or before the Response Deadline, absent a good cause finding by the Court
24 permitting the late Request for Exclusion, shall be deemed Participating Class Members and will be
25 bound by all terms of the Settlement and the Final Approval Order and Judgment entered in the above-
26 captioned action. Under no circumstances will a Class Member who has submitted a timely and valid
27 Request for Exclusion be considered to have opted out of the PAGA aspects of the Settlement or the
28 Released PAGA Claims.

1 e. Any Class Member wishing to object to the settlement of the Released Class
2 Claims must submit his/her objection to the Administrator by the Response Deadline. To be valid, the
3 Notice of Objection must: (a) contain the name of the Class Member; (b) identify the case, e.g., by
4 stating the case name or number, *Sierra Steele, et al. v. Legoland California, LLC, et al.*, Case No. 37-
5 2021-00052868-CU-OE-CTL, or some other descriptor that identifies the case; (c) state the basis for
6 the objection; (d) be signed by the Class Member; and (e) be postmarked on or before the Response
7 Deadline (including any individual response deadline based upon the remaining date as applicable).
8 Absent good cause found by the Court, if the Notice of Objection does not satisfy the requirements
9 listed in (a)-(e), it will not be deemed a timely and valid objection to the Settlement. The date of the
10 postmark on a Notice of Objection shall be the exclusive means used to determine whether a Notice
11 of Objection has been timely served on the Administrator. Class Members who do not submit a timely
12 and valid Notice of Objection shall be deemed to have waived any objections and shall be foreclosed
13 from making any objections to the Settlement. Class Members who submit a timely and valid Notice
14 of Objection will have a right to appear at the Final Approval Hearing to have their objections heard
15 by the Court.

16 23. As of the date this Order is signed, all dates and deadlines associated with the above-
17 captioned action shall be stayed, other than those pertaining to the administration of the Settlement, to
18 be re-set if final approval is not granted. To the extent permitted by law, pending final determination
19 as to whether the Settlement should be finally approved, Class Members whether directly,
20 representatively, or in any other capacity, may not institute or prosecute any of the Released Class
21 Claims against the Released Parties.

22 24. This Settlement is not a concession or admission and shall not be used against
23 Defendant or any of the Released Parties as an admission of liability with respect to the Released Class
24 Claims or Released PAGA Claims. Whether or not the Settlement is finally approved, neither the
25 Settlement, nor any document, statement, proceeding, or conduct related to the Settlement, nor any
26 reports or accounts thereof, shall in any event be: (a) construed as, offered or admitted in evidence as,
27 received as, or deemed to be evidence for any purpose adverse to the Released Parties including, but
28 not limited to, evidence of a presumption, concession, indication, or admission by Defendant or any

1 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or
2 (b) disclosed, referred to, offered, or received in evidence against any of the Released Parties in any
3 further proceeding in the Actions, or in any other civil, criminal, or administrative action or
4 proceeding, except for purposes of enforcing the Settlement.

5 25. Class Counsel's motion and other papers in support of Final Approval of the proposed
6 Settlement and applications for awards of the Class Representative Service Payments, the Class
7 Counsel Fees, and the Class Counsel Litigation Costs shall be filed and served no later than sixteen
8 (16) court days before the Final Approval Hearing.

9 26. A Final Approval Hearing shall be held on _____, 2023 in Department C-
10 70 of the Superior Court of the State of California, County of San Diego, located at 330 West
11 Broadway, San Diego, California 92101, before the Honorable Carolyn M. Caietti, to determine
12 whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved. The
13 Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court
14 without further notice to Class Members. After the Final Approval Hearing, the Court may enter a
15 Final Approval Order and Judgment in accordance with the Settlement that will adjudicate the rights
16 of all Participating Class Members, Affected Employees, and the State of California.

17 27. In the event that the proposed Settlement is not finally approved by the Court, or for
18 any reason the Effective Date does not occur, then the Settlement and all orders entered in connection
19 therewith shall be null and void and of no effect, and shall not be used or referred to for any purposes
20 whatsoever, other than in connection with any further attempts to obtain approval of a Settlement. If
21 the Settlement is not ultimately approved, the Settlement shall be withdrawn without prejudice as to
22 the rights of the Parties thereto.

23
24 IT IS SO ORDERED.

25
26 Dated: _____

Judge of the Superior Court
Hon. Carolyn M. Caietti

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

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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**

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
_____, 2023, in Department C-70 of the Superior Court of the State of California, County of
San Diego, located at 330 West Broadway, San Diego, California 92101, before the Honorable

Carolyn M. Caietti. Plaintiffs and the Participating Class Members were represented by their counsel, Blumenthal Nordrehaug Bhowmik De Blouw LLP. (“Class Counsel”). Defendant LEGOLAND California, LLC (“Defendant”) was represented by its counsel, DLA Piper LLP (US).

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

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

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

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

C. Pursuant to the Preliminary Approval Order and according to the Declaration of _____, the court-appointed Administrator, ILYM Group, Inc., mailed by First Class U.S. Mail a Notice of Settlement in the form attached as Exhibit A to the Agreement to all Class Members. The Notice of Settlement fairly and adequately advised Class Members of the terms of the proposed Settlement, of the preliminary approval of the proposed Settlement, of their right to receive their shares of the Settlement, of the scope and effect of the Released Class Claims, of their rights and obligations relating to opting out of or objecting to the Settlement, of the date of the Final Approval Hearing, and of their right to appear at the Final Approval Hearing. Class Members had adequate time to consider this information and to use the procedures identified in the Notice of Settlement. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on

1 the responses of Class Members. The Court finds and determines that the Notice of Settlement
2 provided to Class Members was the best notice practicable, which satisfied the requirements of law
3 and due process.

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

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

27 F. In the Preliminary Approval Order, the Court conditionally certified the Released Class
28 Claims on behalf of the Class Members for settlement purposes. In response to the Notice of

1 Settlement, ____ Class Members objected to the Settlement and ____ Class Members requested
2 exclusion from the Settlement. The Court deems the response to the Notice of Settlement to be an
3 endorsement of the fairness, adequacy and reasonableness of the Settlement.

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

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

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

19 3. Participating Class Members shall be subject to all of the provisions of the Agreement,
20 and this Final Approval Order and Judgment to be entered by the Clerk of the Court, as set forth herein,
21 including with respect to the Released Class Claims.

22 4. For purposes of this Final Approval Order and this Settlement, the Court hereby
23 confirms the appointment of ILYM Group, Inc. as the Administrator to administer the Settlement as
24 more specifically set forth in the Agreement, and further finally approves Administration Expenses,
25 as fair and reasonable, of _____ Dollars (\$_____).

26 5. For purposes of this Final Approval Order and this Settlement, the Court hereby
27 confirms the appointment of Plaintiffs as the Class Representatives for the Participating Class
28 Members. The Court finally approves the Class Representative Service Payments, as fair and

1 reasonable, to Plaintiffs in the amount of _____ Dollars (\$_____) each. The Court
2 hereby orders the Administrator to distribute the Class Representative Service Payments to Plaintiffs
3 in accordance with this Order and the provisions of the Settlement.

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

12 7. For purposes of this Final Approval Order and this Settlement, the Court finally
13 approves the payment of Class Counsel Litigation Costs in the amount of _____ Dollars
14 (\$_____) to Class Counsel as fair and reasonable. The Class Counsel Litigation Costs shall fully
15 satisfy all Class Counsel Litigation Costs incurred by the attorneys representing Plaintiffs in the
16 Actions. No other attorneys or law firms shall be entitled to any award of costs from Defendant in any
17 way connected with the Actions. The Court hereby orders the Administrator to distribute the Class
18 Counsel Litigation Costs to Class Counsel, in accordance with the provisions of this Order and the
19 Agreement.

20 8. For purposes of this Final Approval Order and this Settlement, the Court hereby
21 approves the PAGA Settlement Amount in the amount of Two Hundred Thousand Dollars (\$200,000)
22 as fair and reasonable. Pursuant to the terms of the Agreement, seventy-five percent (75%) of the
23 PAGA Settlement Amount (*i.e.*, \$150,000) shall be distributed to the LWDA, and twenty-five percent
24 (25%) of the PAGA Settlement Amount (*i.e.*, \$50,000) shall be distributed to the Affected Employees.
25 Payment of the PAGA Settlement Amount shall resolve all claims for civil penalties under PAGA for
26 the Released PAGA Claims. The Court hereby orders the Administrator to distribute the LWDA
27 PAGA Payment to the LWDA and to distribute the Individual PAGA Payments to the Affected
28 Employees in accordance with the provisions of this Order and the Agreement.

1 9. For purposes of this Final Approval Order and this Settlement, the Court hereby
2 approves the Individual Class Payments in the aggregate amount of _____ Dollars
3 (\$_____) as fair, reasonable, and adequate. The Court hereby orders the Administrator to distribute
4 the Individual Class Payments to Participating Class Members in accordance with the provisions of
5 this Order and the Agreement.

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

22 11. As of the Effective Date, Plaintiffs shall be deemed to have provided a Complete and
23 General Release to the Released Parties.

24 12. As of the Effective Date, Plaintiffs – individually and on behalf of the State of
25 California and Affected Employees – shall be deemed to have fully and irrevocably released the
26 Released Parties from the Released PAGA Claims, as defined in the Agreement, which are any and
27 all claims, rights, demands, and liabilities of every nature and description, whether known or unknown,
28 for civil penalties that were asserted or that could have been asserted based on the facts alleged in the

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

20 13. As of the Effective Date, Plaintiffs and each of the Participating Class Members shall
21 be deemed to have fully and irrevocably released the Released Parties from the Released Class Claims,
22 as defined in the Agreement, which are any and all claims, rights, demands, and liabilities of every
23 nature and description, whether known or unknown, suspected or unsuspected, arising under federal,
24 state, or local law, that were asserted or that could have been asserted based on the facts alleged in the
25 initial and/or Operative Complaint, that arose during the Class Period, including: (a) unlawful and
26 unfair competition in violation of California Business and Professions Code section 17200 *et seq.*; (b)
27 failure to pay minimum and overtime wages for all time worked in violation of California Labor Code
28 sections 510, 1194, 1197, 1197.1, and 1198, including off-the-clock time spent (i) waiting for and

1 submitting to loss prevention inspections; (ii) waiting in line in order to pass through security
2 checkpoints; (iii) waiting in line before clocking in; and (iv) waiting in line for mandatory temperature
3 checks; (c) failure to pay overtime wages in violation of California Labor Code sections 510, 1194,
4 and 1198, including but not limited to failure to pay overtime wages at the correct regular rate of pay;
5 (d) failure to provide meal periods or pay meal period premiums in violation of California Labor Code
6 sections 226.7 and 512 and the applicable Industrial Welfare Commission (“IWC”) Wage Order; (e)
7 failure to authorize and permit rest periods or pay rest period premiums in violation of California
8 Labor Code section 226.7 and the applicable IWC Wage Order; (f) failure to provide accurate itemized
9 wage statements in violation of California Labor Code section 226; (g) failure to pay all wages due
10 upon termination of employment in violation of California Labor Code sections 201-203; (h) failure
11 to pay employees within 7 days of the close of the payroll period in violation of California Labor Code
12 section 204; (i) failure to pay all sick pay due in violation of California Labor Code sections 201-203
13 and 246; (j) unlawful deductions from compensation in violation of California Labor Code section
14 221; (k) failure to reimburse employees for business expenses in violation of California Labor Code
15 section 2802; (l) failure to pay reporting time pay as required by the applicable IWC Wage Order; (m)
16 attorneys’ fees and costs incurred to prosecute the Actions on behalf of Class Members; and (n) any
17 other derivative remedies, penalties, and interest available under the law based on the facts alleged in
18 the Actions. Except as expressly set forth in the Agreement, Participating Class Members do not
19 release any other claims, including claims for vested benefits, wrongful termination, violation of the
20 Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’
21 compensation, or claims based on facts occurring outside the Class Period. Participating Class
22 Members will release such Released Class Claims for the Class Period, *i.e.*, from December 17, 2017
23 through and including February 12, 2023. Plaintiffs and Participating Class Members may discover
24 facts in addition to or different from those they now know or believe to be true with respect to the
25 subject matter of the Released Class Claims, but upon the Effective Date, they shall be deemed to have
26 – and by operation of this Final Approval Order and Judgment, they shall have – fully, finally, and
27 forever settled and released any and all of the Released Class Claims. On behalf of all Participating
28 Class Members, Plaintiffs agree that, as of the Effective Date, Plaintiffs and all Participating Class

1 Members are hereby forever barred and enjoined from prosecuting the Released Class Claims against
2 the Released Parties.

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

10 15. Neither this Final Approval Order and Judgment, the Agreement, nor any document
11 referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be
12 used as an admission by or against Defendant or any of the other Released Parties of any fault,
13 wrongdoing, or liability whatsoever. Nor is this Final Approval Order and Judgment a finding of the
14 validity of any of the Released Class Claims or Released PAGA Claims or of any wrongdoing by
15 Defendant or any of the other Released Parties. The entering into or carrying out of the Agreement,
16 and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed
17 to be evidence of, an admission or concession with regard to the denials or defenses by Defendant or
18 any of the other Released Parties and shall not be offered in evidence against Defendant or any of the
19 Released Parties in any action or proceeding in any court, administrative agency or other tribunal for
20 any purpose whatsoever other than to enforce the provisions of this Final Approval Order and
21 Judgment, the Agreement, or any related agreement or release. Notwithstanding these restrictions, any
22 of the Released Parties may file in the above-captioned action or in any other proceeding this Final
23 Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action
24 as evidence of the Settlement and to support a defense of *res judicata*, collateral estoppel, release,
25 waiver, or other theory of claim preclusion, issue preclusion, or similar defense.

26 16. In the event that the Settlement does not become final and effective in accordance with
27 the terms of the Agreement, then this Final Approval Order and Judgment and all orders entered in
28 connection herewith, shall be rendered null and void and be vacated. Moreover, any funds tendered

1 by Defendant shall be returned and/or retained by Defendant consistent with the terms of the
2 Settlement.

3 17. Without in any way affecting the finality of this Final Approval Order and Judgment,
4 this Court hereby retains continuing jurisdiction as to all matters relating to the interpretation,
5 implementation, and enforcement of the terms of the Settlement pursuant to California Code of Civil
6 Procedure section 664.6.

7 18. Within ten (10) days of this Final Approval Order and Judgment, Plaintiffs shall submit
8 a copy of this Final Approval Order and Judgment to the LWDA.

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

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

15 21. The Administrator shall provide a declaration regarding the disbursement of Settlement
16 funds to be filed on or before _____. The terms of the Agreement, and this Final
17 Approval Order and Judgment are binding on the Parties.

18 22. A compliance hearing is set for _____ at _____.

19 23. This document shall constitute a final judgment pursuant to California Rule of Court
20 3.769(h), which provides, "If the court approves the settlement agreement after the final approval
21 hearing, the court must make and enter judgment. The judgment must include a provision for the
22 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court
23 may not enter an order dismissing the action at the same time as, or after the entry of judgment."

24 **IT IS SO ORDERED.**

25
26 Dated: _____

Judge of the Superior Court
Hon. Carolyn M. Caietti

EXHIBIT D

[INFORMATION SECURITY AND SERVICES AGREEMENT]

INFORMATION SECURITY AND SERVICES AGREEMENT

This Services Agreement ("**Agreement**"), effective as of February 22, 2023 ("**Effective Date**"), is entered into by LEGOLAND California, LLC, a California Limited Liability Company, with offices at One LEGOLAND Dr., Carlsbad, California 92008 ("**LEGOLAND**"), and ILYM Group, Inc. with a principal business address at 14771 Plaza Dr L, Tustin, California 92780 ("**Settlement Administrator**"), (together, the "**Parties**").

RECITALS

LEGOLAND desires to have Settlement Administrator provide certain settlement administration services in accordance with Plaintiffs' and LEGOLAND's settlement agreement and the anticipated court orders for preliminary and final approval of the settlement in the litigation entitled *Sierra Steele v. Legoland California, LLC, et al.*, Superior Court of California, County of San Diego, Case No. 37-2021-00052868-CU-OE-CTL (the "**Action**"); and

Settlement Administrator desires to provide such Services to LEGOLAND in exchange for payment of settlement administration costs not to exceed \$60,000, to be paid out of the Gross Settlement Amount in the Action, and subject to the Court's approval in the Action.

NOW, THEREFORE, based upon the mutual promises and terms and conditions set forth below, the Parties agree that Settlement Administrator will render all settlement administration services in the Action pursuant to the following information security provisions:

DEFINITIONS

"**LEGOLAND**" means Legoland California, LLC, and its subsidiaries, affiliates, and/or parent companies (including, but not limited to, Merlin Entertainments entities); the employee benefit plans sponsored or maintained by any of the foregoing; the respective successors and predecessors in interest of the foregoing; the officers, directors, employees, administrators, fiduciaries, trustees, beneficiaries, attorneys, and agents of the foregoing; and each of their past, present, and future officers, directors, shareholders, and representatives.

"**Claim(s)**" means any and all (1) claims, causes of action, demands, lawsuits, or proceedings and (2) losses, damages, costs (including reasonable fees of attorneys and other professionals), or liabilities of any kind (including any fine, penalty, judgement or order issued by a governmental, regulatory or judicial body).

"**Class Data**" is a subset of Confidential Information and means information regarding Class Members (as defined in the settlement agreement in the Action) that LEGOLAND will compile in good faith from its records and provide to the Settlement Administrator. The Class Data shall be provided in a confidential Microsoft Excel spreadsheet and shall include, for each Class Member: name, last known mailing address, social security number, email address (if known and available to LEGOLAND), the number of Workweeks worked for LEGOLAND in California during the Class Period, and the number of PAGA Pay Periods worked for LEGOLAND in California during PAGA Period.

"**Confidential Information**" means information, in any format, that LEGOLAND designates as confidential or that reasonably should be understood to be confidential, proprietary, or a trade secret given the nature and circumstances of its disclosure. Confidential Information includes, but is not limited to, business plans, litigation or lawsuit related information, business processes, costs, pricing, profits, compensation, financial information, "Class Data" and "Personal Information," as those terms are defined herein. Any material derived from the Confidential Information is confidential and remains the property of LEGOLAND. The Class Data and Personal Information is Confidential Information, regardless of whether either is designated as confidential or reasonably understood to be confidential.

INFORMATION SECURITY AND SERVICES AGREEMENT

“Personal Information” is a subset of Confidential Information and means all data that identifies, or can be used to identify, relates to, describes, or is capable of being directly or indirectly linked or associated with a particular natural person, household, or device used by a natural person, such as name, address, telephone number, email address, credit card debit card or financial account number, medical records, driver’s license, social security number, marital status, ethnicity, age, photograph, customer identification number, dates of employment, device identifier, IP address, location information, or information gathered from online data collection technologies (e.g., cookies, tags, or beacons).

“Personnel” means Settlement Administrator’s employees, agents, attorneys, or independent contractors, who are required to perform Services under this Agreement.

“Plaintiffs” mean Plaintiffs Sierra Steele and Elijah Wilkinson.

“Services” means any task to be performed by Settlement Administrator in connection with administering the settlement in the Action pursuant to Plaintiffs’ and LEGOLAND’s settlement agreement and applicable court orders.

AGREEMENT

1. **CONFIDENTIALITY AND NONDISCLOSURE.**

1.1. *Confidentiality.*

The Parties agree any disclosure of Confidential Information under this Agreement will be governed by the following terms:

- a) Settlement Administrator shall:
 - (i) not disclose Confidential Information to any third party without LEGOLAND’s prior written consent, except as expressly set forth in Section 1.1(c);
 - (ii) take security precautions meeting or exceeding industry standards of care for the protection of Confidential Information and in accordance with all applicable privacy and security laws and regulations;
 - (iii) not use Confidential Information in any manner to LEGOLAND’s detriment; and
 - (iv) only use Confidential Information to the extent necessary to provide the Services to LEGOLAND (information aggregated or derived from Confidential Information shall not be used for the benefit of any third party).
- b) Settlement Administrator acknowledges that it may receive material non-public information required to be kept confidential under the Securities Exchange Act of 1934. Settlement Administrator acknowledges that failure to keep such information confidential or otherwise using such information for personal gain may result in insider trading liability on the part of Settlement Administrator and any employees involved in the unlawful disclosure or use of such information.
- c) Settlement Administrator may only disclose Confidential Information:
 - (i) To Personnel on a need to know basis and only in relation to performing the Settlement Administrator’s duties under this or a future agreement between the parties to this Agreement. Such Personnel are subject to the confidentiality duties and obligations contained in this Agreement.
 - (ii) If Settlement Administrator is required to disclose Confidential Information by law or court order, Settlement Administrator must give LEGOLAND prior written notice (to the extent legally permitted) and reasonable assistance to allow LEGOLAND the opportunity to seek a protective order. In the event

INFORMATION SECURITY AND SERVICES AGREEMENT

that a protective order or other remedy is not obtained, or that LEGOLAND waives compliance with these provisions, the Settlement Administrator agrees to furnish only that portion of the Confidential Information which the Settlement Administrator is legally required to furnish and will exercise its best efforts to obtain assurances that any Confidential Information disclosed will be treated as confidential.

- (iii) No other individuals or third parties should be provided with access to Confidential Information without LEGOLAND's prior written and signed consent that expressly references this Agreement. Settlement Administrator is responsible for its Personnel, including any acts and omissions that violate requirements in this Agreement. Settlement Administrator shall only use Confidential Information to the extent necessary to provide the Services to LEGOLAND; Confidential Information (including information aggregated or derived from Confidential Information) shall not be used for the benefit of any third party.

- d) Settlement Administrator represents and warrants that its processing, storage, and transmission of Confidential Information does and will comply with all applicable federal and state privacy and data protection laws, all other applicable regulations and directives, and the terms of this Agreement. Settlement Administrator certifies that it understands its obligations under the California Consumer Privacy Act as a service provider to LEGOLAND, and agrees that it will not: sell Confidential Information; retain, disclose, or use Confidential Information for any purpose other than providing the Services to LEGOLAND as set forth in this Agreement and in accordance with the anticipated court orders for preliminary and final approval of the settlement in the Action; or retain or use Confidential Information outside of this direct business relationship between Settlement Administrator and LEGOLAND. At LEGOLAND's request, Settlement Administrator will delete from its records any Confidential Information that was provided or collected by LEGOLAND or on its behalf.

1.2 *No License; Warranty.*

- a) All Confidential Information is and shall remain the property of LEGOLAND. Nothing in this Agreement is intended to grant any express or implied right to Settlement Administrator to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided in this Agreement.
- b) All Confidential Information shared between the parties is provided "AS-IS" without warranty of any kind, and nothing in this Agreement shall be interpreted as a representation or warranty as to the accuracy, completeness, or validity of any such information.

1.3 *Publicity.*

Settlement Administrator shall not publicize its business relationship with LEGOLAND without the prior written authorization of an officer of LEGOLAND. Settlement Administrator agrees not to use any trade name, trademark, service mark or logo, or any other information that identifies LEGOLAND in its sales, marketing, or publicity activities and/or materials. Media releases or publications of any kind, and interviews with representatives of any written publication, radio or television station or network, or Internet site or outlet are included within the foregoing prohibition.

1.4 *Consumer Rights Requests.*

If a current and/or former LEGOLAND employee contacts the Settlement Administrator with a request to provide a copy of or delete his or her Confidential Information ("**Consumer Rights Request**"), Settlement Administrator shall take the following steps :

INFORMATION SECURITY AND SERVICES AGREEMENT

- a) Settlement Administrator shall notify LEGOLAND in writing within five (5) calendar days of the Consumer Rights Request by providing LEGOLAND with a copy of the Consumer Rights Request by sending it by email to Data.Protection@merlinentertainments.biz, with copies to julie.dunne@us.dlapiper.com, matthew.riley@us.dlapiper.com, and vani.parti@us.dlapiper.com. Settlement Administrator shall also promptly provide LEGOLAND with any subsequent communications relating to the Consumer Rights Request.
- b) The Settlement Administrator shall respond to the Consumer Rights Request in writing or electronically to state that the request will not be acted upon because Settlement Administrator is a service provider and that the Consumer Rights Request must be submitted directly to LEGOLAND. Settlement Administrator shall not otherwise communicate with any current and/or former LEGOLAND employee regarding his or her Consumer Rights Request unless directed by LEGOLAND.
- c) If LEGOLAND has an obligation under the Consumer Rights Request, promptly upon LEGOLAND's request, Settlement Administrator shall cooperate with LEGOLAND and provide a copy of or delete the current and/or former LEGOLAND employees' Confidential Information as requested.

2. INFORMATION SECURITY.

2.1. *Safeguards.*

Settlement Administrator represents and warrants that it has, and will maintain for the term of this Agreement and for as long as it accesses, processes, stores, or transmits Confidential Information, a comprehensive information security program (the "**Security Program**") that complies with applicable law and industry best practices. The Security Program shall apply to all locations, systems, devices and equipment used by Settlement Administrator (or any vendors, subcontractors, or third parties retained by Settlement Administrator) to access, process, store, or transmit Confidential Information ("**Settlement Administrator Systems**"), and it shall include physical, administrative, and technical security controls that prevent unauthorized access to, disclosure of, loss of, or use of the Settlement Administrator Systems and the Confidential Information that those Settlement Administrator Systems process, store, or transmit ("**Safeguards**"). Settlement Administrator shall regularly test and monitor the effectiveness of its Safeguards. At a minimum, and without limiting Settlement Administrator's obligations in this Section 2.1, the Safeguards shall: (i) encrypt all Confidential Information in transmission and at rest; (ii) prevent the storage or transmission of Confidential Information on portable or mobile devices or media; (iii) use role-based access controls to restrict access to Confidential Information to Personnel, and promptly revoke access for any Authorized Person whose job duties change such that they no longer need access to Confidential Information; (iv) secure all Settlement Administrator Systems according to an industry standard; (v) physically or logically segregate Confidential Information from information of Settlement Administrator or its other customers so that Confidential Information is not commingled with other types of information; (vi) deploy and maintain malware protection to detect, remove, and protect against malicious software or activity on all Settlement Administrator Systems; (vii) configure Settlement Administrator Systems to maintain sufficient audit logging to enable forensic analysis, including logging of successful and failed security events, connectivity to services and sessions, and modification to user and configuration settings; (viii) establish and maintain a patch and vulnerability management process for Settlement Administrator Systems that timely deploys security patches and addresses vulnerabilities; (ix) address all of the Center for Internet Security Critical Security Controls as updated from time to time or an equivalent industry standard security control framework; (x) prevent Confidential Information from being used in any development, test, quality assurance, or other non-production environment; (xi) keep Confidential Information within the territory and subject to the laws of the United States of America (unless LEGOLAND provides prior written and signed consent that expressly references this Agreement); (xii) include appropriate personnel security precautions, such as background checks; and (xiii) keep any and all LEGOLAND provided equipment in a secure location with appropriate physical security

INFORMATION SECURITY AND SERVICES AGREEMENT

controls to restrict access to Personnel. Settlement Administrator shall also train all Personnel with access to LEGOLAND Confidential Information on appropriate privacy and information security practices and procedures.

2.2. *Assessments.*

Settlement Administrator shall obtain an annual audit or assessment of the Safeguards which shall be conducted by an independent third party. LEGOLAND shall be promptly notified of any material vulnerabilities that the audit or assessment identifies, and the results of this audit or assessment shall be shared with LEGOLAND upon request. Settlement Administrator shall promptly correct all vulnerabilities that the audit or assessment identifies with respect to the Safeguards. LEGOLAND shall also have the right, at its expense, to conduct (or have a third party conduct) an audit, assessment, examination or review of Settlement Administrator's Safeguards and compliance with this Section 2 upon written request. Settlement Administrator shall fully cooperate with such request by providing access to knowledgeable personnel, Settlement Administrator Systems, documentation, and other reasonably requested information. Upon request from LEGOLAND, Settlement Administrator shall promptly and accurately complete any privacy or information security questionnaires or interviews requested by LEGOLAND regarding Settlement Administrator's practices with respect to Confidential Information and Settlement Administrator Systems.

2.3. *Security Breaches.*

In the event that any Settlement Administrator Systems or Confidential Information that the Settlement Administrator Systems or the Settlement Administrator processes, stores, or transmits are subject to any suspected or actual unauthorized access, use, or disclosure (a "**Security Breach**"), Settlement Administrator shall immediately notify LEGOLAND by email to itservice.desk@merlinentertainments.biz, with copies to julie.dunne@us.dlapiper.com, matthew.riley@us.dlapiper.com, and vani.parti@us.dlapiper.com. In no event shall Settlement Administrator take more than twenty-four (24) hours to notify LEGOLAND of a Security Breach. Settlement Administrator will, at its own expense, promptly investigate the cause and scope of the Security Breach, and preserve relevant evidence in a forensically sound manner (e.g., logs, files, records). Settlement Administrator will cooperate at its own expense in every reasonable way to help LEGOLAND mitigate potential misuse or further unauthorized use or disclosure of Confidential Information involved in the Security Breach; such cooperation will include, without limitation, providing LEGOLAND with access to Settlement Administrator Systems affected, facilitating interviews with Settlement Administrator Representatives with relevant knowledge, and making available all relevant evidence (e.g. logs, files, records). Settlement Administrator shall provide LEGOLAND with a point of contact who shall be able to assist LEGOLAND in responding to and mitigating the effects of the Security Breach twenty-four (24) hours a day, seven (7) days a week. If requested by LEGOLAND, Settlement Administrator shall be responsible for providing notification to individuals whose Confidential Information was involved in the Security Breach, as well as to regulators, government authorities, consumer reporting agencies, and media; Settlement Administrator shall not provide any such notifications unless the contents of the communications are reviewed and approved by LEGOLAND. Settlement Administrator shall be solely responsible for all costs and expenses associated with investigating, notifying, mitigating the effects of (including, without limitation, by providing credit monitoring to), and remediating any Security Breach.

2.4. *Return and Destruction.*

Upon termination of this Agreement or upon the 5th year from the Effective Date of this Agreement, Settlement Administrator shall, at LEGOLAND's election, return or securely destroy all Confidential Information that has been provided to or obtained by Settlement Administrator in a manner that prevents any Confidential Information from being recovered. Before disposing of or relinquishing control of such hard drives or other equipment Settlement Administrator shall also erase all hard drives and other equipment used to process, store, or transmit Confidential Information in a

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manner that prevents recovery or restoration of such Confidential Information. Upon request of LEGOLAND, Settlement Administrator shall certify in writing that it has met its obligations under this Section 2.4.

3. **PERSONNEL.**

3.1. *Background Investigation.*

Before assigning any Personnel to provide Services, Settlement Administrator will conduct, at its sole expense, a comprehensive consumer report to determine suitability for the assignment. Background investigation must be completed prior to the assignment date and include, but not be limited to: (i) a lawful consumer report; and (ii) local, county, and federal criminal records for the maximum number of years allowed by applicable local, state and federal laws. The consumer report must be conducted by a third party consumer reporting agency that specializes in conducting individual background investigations for a fee. Unless prohibited by applicable law, if Settlement Administrator or its Personnel are provided with or have access to LEGOLAND's Confidential Information, Settlement Administrator shall ensure that individuals with convictions or civil judgments for violations including but not limited to computer crimes, hacking, blackmail, extortion, fraud, theft, or identity theft do not provide Services under this Agreement, and Settlement Administrator shall not permit any such individuals to access LEGOLAND Confidential Information.

3.2. *Third Party Contractors.*

Settlement Administrator will not subcontract any of its material obligations under this Agreement without LEGOLAND's prior written consent. When seeking consent, Settlement Administrator will specify the components of the Services affected, the identity and qualifications of the proposed subcontractor(s), and provide all other information reasonably requested by LEGOLAND. If Settlement Administrator receives LEGOLAND consent to utilize subcontractors for any Services, Settlement Administrator will:

- a) be fully liable to LEGOLAND for any Services provided by any subcontractor;
- b) remain obligated under this Agreement for providing Services;
- c) require all subcontractors to agree in writing to terms consistent with the terms of this Agreement applicable to the Services provided by such subcontractor(s); and
- d) require all subcontractors to agree in writing that LEGOLAND is an intended third-party beneficiary of its agreement with Settlement Administrator.

4. **ADDITIONAL TERMS.**

4.1. *Term.*

This Agreement shall become effective upon the Effective Date and shall remain in full force and effect until terminated by LEGOLAND in writing.

4.2. *Remedies.*

Settlement Administrator acknowledges and agrees that any violation of this Agreement will cause irreparable harm to LEGOLAND and therefore acknowledges and agrees that LEGOLAND may seek injunctive relief from a court of competent jurisdiction in addition to any other remedy available at law or equity.

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4.3. *Attorney Fees.*

If LEGOLAND brings an action against Settlement Administrator by reason of a breach or alleged violation, enforcement of any provision, or otherwise arising out of this Agreement, and is determined to be the prevailing party, Settlement Administrator is responsible for the payment of LEGOLAND's costs of suit and reasonable attorneys' fees which shall be payable whether or not such action is prosecuted to judgment.

4.4 *Order of Precedence.*

In the event of a conflict between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall prevail.

4.5. *Waiver.*

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

4.6. *Choice of Law.*

This Agreement shall be governed by, and interpreted, construed, and determined in accordance with the laws of the State of New Jersey without regard to its conflict of laws principles. The state and federal courts located in the State of New Jersey shall have exclusive jurisdiction to adjudicate any dispute.

4.7. *Entire Agreement.*

This Agreement contains the entire understanding of the Parties with respect to the matters covered, and no other previous agreement, statement, or promise made by either Party that is not contained in the terms of this Agreement shall be binding or valid, unless specifically incorporated by reference or attachment hereto. This Agreement may be amended only in writing and signed by both Parties to the Agreement.

4.8. *Modification.*

If LEGOLAND determines that this Agreement, as applicable, must be modified as a result of a Security Breach, the Parties shall negotiate in good faith to make such modifications. If the Parties cannot agree on the terms of the modifications, LEGOLAND shall be entitled to terminate the contract without penalty or cost other than payment to Settlement Administrator for services actually performed and costs actually incurred

4.9. *Severability.*

The Parties agree that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses. If one or more provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provision(s) shall be construed so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear.

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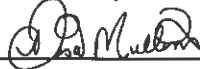
4.10. Indemnification.

Settlement Administrator will defend, indemnify, and hold harmless LEGOLAND and its officers, directors, employees, attorneys, agents, successors, and permitted assigns from and against any and all Claims arising out of or related to breach of any obligations under this Agreement by Settlement Administrator or Personnel, or any negligent act or omission or willful misconduct of Settlement Administrator or Personnel.

Settlement Administrator, at its own expense, will defend any Claim and has the right to control the defense of such Claim, provided that LEGOLAND, at its own expense, may engage separate counsel to participate in the defense of any Claim and Settlement Administrator agrees to cooperate fully with such counsel. Settlement Administrator and its counsel agree to keep LEGOLAND and its counsel informed regarding the status of any Claim and cooperate fully with requests for information. Notwithstanding any other provisions of this Agreement, Settlement Administrator will not enter into any Claim settlements which (a) adversely affect the rights of LEGOLAND; or (b) impose liabilities or obligations on LEGOLAND which will not be satisfied by Settlement Administrator's payment or performance upon entry of such settlement.

IN WITNESS WHEREOF, the Parties hereto acknowledge and agree to be bound by the terms and conditions herein as of the Effective Date.

ILYM GROUP, INC.

By: 

Print Name: Lisa Mullins

Title: CEO

Date: 2/22/2023

LEGOLAND CALIFORNIA, LLC

By: 

Print Name: Robert Dennis

Title: Legal Counsel

Date: 2/23/2023

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-

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Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

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7 Attorneys for Defendant
8 LEGOLAND CALIFORNIA, LLC

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF SAN DIEGO**

11 SIERRA STEELE, an individual, on behalf of
12 herself and on behalf of all persons similarly
situated,

13 Plaintiff,

14 v.

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

17 Defendant.

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

Assigned to Hon. Carolyn Caietti, Dept. C-70

DECLARATION OF MICHELLE HILL

Action Filed: December 17, 2021

28
Case No. 37-2021-00052868-CU-OE-CTL
DECLARATION OF MICHELLE HILL

1 I, Michelle Hill, declare:

2 1. I am over eighteen years of age and competent to make this declaration.

3 2. I am currently employed by LEGOLAND California, LLC ("LEGOLAND") as the
4 Director of Human Resources. I have personal knowledge of the facts set forth herein and, if called
5 as a witness, I could and would competently testify thereto.

6 3. As Director of Human Resources, I am responsible for developing and executing
7 human resource strategy in support of LEGOLAND's overall business plan and strategic direction
8 of the organization, specifically in the areas of talent management, change management, employee
9 retention, organizational and performance management, employee relations, training and
10 development, and compensation and benefits. I also provide leadership and direction to develop and
11 sustain the culture, values, and environment for an employee population that fluctuates throughout
12 the year. I also have access to employee records and complaints made against the company.

13 4. LEGOLAND does not have an interest in or relationship with ILYM Group, Inc., the
14 administrator proposed by the parties to administer the Settlement, and I am aware of no actual or
15 potential conflicts of interest should ILYM Group, Inc. be approved to administer the Settlement.

16 5. LEGOLAND does not have an interest in or relationship with California Alliance of
17 Boys & Girls Clubs, Inc., the proposed *cy pres* beneficiary in the parties' Settlement Agreement,
18 and I am aware of no actual or potential conflict of interest should the Court approve California
19 Alliance of Boys & Girls Clubs, Inc. as the *cy pres* beneficiary.

20 6. I am not aware of any other pending action asserting claims that will be extinguished
21 or adversely affected by the Settlement. The only related action that I am aware of was filed by
22 Plaintiff Sierra Steele ("Plaintiff") but has subsequently been dismissed in connection with the
23 parties' Settlement Agreement. Specifically, on December 20, 2021, Plaintiff filed an action for civil
24 penalties under the Private Attorneys General Act ("PAGA"), San Diego County Superior Court
25 Case No. 37-2021-00053132-CU-OE-CTL, asserting various Labor Code violations similar to those
26 alleged in the above-captioned action. However, the parties agreed that Plaintiff's PAGA claims be
27 added to the above-captioned action, which occurred on February 15, 2023, through the filing of the
28

1 First Amended Complaint. On March 24, 2023, the Honorable Kenneth Medel dismissed Plaintiff's
2 PAGA action.

3 I declare under penalty of perjury under the laws of the State of California that the above is
4 true and correct. Executed on May 18, 2023, at Carlsbad, California.

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7 MICHELLE HILL
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DECLARATION OF LISA MULLINS

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2 1. I am a resident of the United States of America and am over the age of 21. I am the
3 President for ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class action
4 services provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal
5 knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to
6 such facts.

7 2. ILYM Group has extensive experience in disseminating class action notices and
8 administering class action settlements, including direct mail services, telephone, and web-based support,
9 database management, opt-out processing, and settlement fund distribution services for class actions
10 ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and
11 correct copy of ILYM Group’s current CV, reflecting our primary competencies as they relate to class
12 action administration. ILYM Group maintains the highest level of confidentiality. The class data and all
13 forms of communication received by ILYM Group, Inc. will be held in strict confidentiality and will not
14 be disclosed. ILYM Group, will set up a login for Defense Counsel to transmit the class data through our
15 encrypted secure portal. Attached hereto, as **Exhibit B** is ILYM Group’s Security Summary and
16 Protocol. ILYM Group is insured with E&O and Cyber Insurance policies.

17 3. ILYM Group has never had any financial interests in nor affiliation with the parties or
18 counsel in the *Steele v. Legoland California* matter.

19 4. If appointed by the Court to disseminate the class notice in this case, ILYM Group’s
20 duties will include but not limited to: (a) conducting address traces to locate class member addresses as
21 necessary; (b) mailing the class notice to the class members; (c) handing inquiries from class members
22 concerning the class notice; and (d) performing other such duties as the parties and/or the Court may
23 direct.

24 5. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone
25 number to receive correspondence and inquiries from class members. After receiving the class data file
26 from Defendant, that should contain the class members’ names, last known addresses, and social security
27 numbers, ILYM Group will upload the data into our database and check for duplicates and other possible
28 discrepancies.

1 6. As part of the preparation for mailing the class notice, ILYM Group will process class
2 members' names and addresses against the National Change of Address ("NCOA") database, maintained
3 by the United States Postal Service ("USPS"), for the purpose of updating and confirming the mailing
4 addresses of the class members before mailing of the class notice and opt-in form. To the extent an
5 updated address is found in the NCOA database, ILYM Group will use the updated address for mailing
6 the class notice. If ILYM Group does not locate an updated address in the NCOA database, it will use the
7 original address provided by Defendant for mailing the class notice.

8 7. Should any class notices be returned to ILYM Group's office as undeliverable, ILYM
9 Group will attempt to locate an updated address using the NCOA database and/or other skip trace efforts
10 and will promptly remail the class notice.

11 8. Prior to sending out the notice, ILYM Group will fill in the specific date for the deadline
12 so that all class members will be apprised of exactly when all applicable forms will be due, depending
13 on the deadlines set by the Court, i.e., 60-day Notice period to opt-out, dispute or file an objection. At
14 the expiration of the deadline, ILYM Group will inform all parties as to the number and name of
15 those individuals who filed a timely opt-out, dispute or objection.

16 9. ILYM Group's Disbursement Process will include but not limited to; (a) applying for
17 case EIN; (b) establishing Qualified Settlement Fund ("QSF") Escrow Account), with administering
18 tasks including but limited to overview and reconciliation of account; (c) calculating the individual
19 settlement amounts; (d) preparing, administering and distributing settlement award checks to the
20 Participating Class Members, including necessary tax forms (W2 and/or 1099); (e) calculating and
21 withholding all applicable state and federal taxes; and (f) performing other such duties as the Parties
22 and/or the Courts direct. The above services are included in ILYM Group's initial quote.

23 Attached hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's quote for this matter.

24 10. ILYM Group's fees are charged: hourly, fixed & per person. No additional charges will
25 be incurred unless the class size increases, or additional services are requested. ILYM Group's
26 fees associated with the administration of this settlement is: **\$59,000.00**.

27 ///

28 ///

1 I declare, under penalty of perjury under the laws of the United States of America and the
2 State of California that the foregoing is true and correct. Executed this 31st day of May 2023, at
3 Tustin, California.

4
5 
6 Lisa Mullins

EXHIBIT “A”

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and is becoming the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- Securities
- Antitrust
- TCPA

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

Gerardo Mojica vs. Compass Group USA, Inc.

- Wage & Hour Case with a class size of 22,573

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Grinder, et al. v. Clark County Collection Service, LLC.

- TCPA Case with a class size of 15,659. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 97% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages.
All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID’s to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management:*** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- ***Check Printing and Mailing:*** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- ***Preparation, Filing and Reporting of Taxes:*** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report:*** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- ***Project Manager Final Report:*** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- ***Affidavits:*** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- ***Document Retention:*** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM GROUP Security Summary – White Paper

ILYM Group, in conjunction with our security and Information technology vendors, is committed to the continued security of all data handled on behalf of our client base. We at ILYM ensure that this data security is enforced in a number of ways including, but not limited to, clean desk policies, security training, and implementation of industry best practices that allow our data to be compliant with relevant industry standard security compliance levels. These enforced practices and policies allow us to ensure, to the best of our ability, that all ILYM and client data is protected as best as possible from unauthorized access, is kept secure and private, and is accessible only by authorized parties if/when needed or appropriate purposes. We at ILYM, our security vendors, and our Information Technology vendors all also undergo continued training to ensure that all best practices in compliance are kept as up to date as possible for continued data security.

ILYM also ensures client access data is only used when needed and that client data is only accessed/available to be accessed by those that need to and are trained to do so. Also, access to class member data is limited per role to what information is needed to perform said role so that class member info, and subsets of class member info, is not available unless it is explicitly needed, employee, vendors, and contractors alike. ILYM also ensures client data security by thoroughly vetting employees, vendors, and contractors before employment by way of checking references, industry experience, and, for those eligible for employment, doing background checks. Any employee, vendor, or contractor that does not meet proper requirements will not be eligible to work with ILYM Group.

ILYM follows the below best practices to ensure that all ILYM/Client data is properly secured:

- All data transmitted to/from clients encrypted with SSL or comparable encryption scheme
- All email communications protected via email encryption using SSL or comparable encryption scheme
- Data Loss Prevention, intrusion prevention, and user risk management facilities used to safeguard data leakage and/or unauthorized access to cloud or local data.
- Access to client/class member data, and subsets of client data, in cloud and locally is controlled by Role based access
- Strong passwords are in use for cloud, local, and VPN access
- 2fa is in use for all users for Cloud access and for cloud/local/VPN access for needed employees
- All devices used to store Client/Class member data are encrypted and/or have physical security in place to prevent data from being removed
- Office employs physical security to safeguard assets/data
- Identity and access management in place
- Discipline policy in place for violating of security/clean desk policies
- Terminated employees, vendors, or contractors access immediately severed on departure
- Antivirus, persistent threat monitoring, IPS/IDS, layer 7 firewalling, GeoBlocking, etc.. in use to protect all devices local and external
- All software and hardware (drivers, etc...) updated on proper schedule as per vendors requirements. OOB patches handled with automation
- Business continuity and Disaster recovery plans written

EXHIBIT “C”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Legoland

Requesting Attorneys Name: Kyle Nordrehaug
 E-Mail: kyle@bamlawca.com
 ILYM Contact: Sean Hartranft
 E-Mail: Sean@ilymgroupclassaction.com
 Contact Number: 949.690.2564

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	9,500
Estimated Mail Returned as Undeliverable	20%
NCOA	Yes
Certified Spanish Translation	Yes
Case Duration (Year(s))	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	12	\$1,800.00
Programming of Class Database	Hourly	\$175.00	12	\$2,100.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$3,900.00

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	14	\$1,680.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	8	\$560.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	10	\$700.00
Report Processing	Hourly	\$70.00	12	\$840.00
NCOA	Flat Rate	\$947.50	1	\$947.50
Toll Free Customer Service Representative	Flat Fee	\$1,295.00	1	\$1,295.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
ILYM Group Static Website, Includes Hosting	Flat Fee	\$750.00	1	\$750.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$8,022.50

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity

Rate Type

Unit Cost

Volume

Amount

NOTIFICATION/MAILING

Fulfillment of Notice, English & Spanish	Per Piece	\$0.95	9,500	\$9,025.00
USPS First Class Postage	Per Piece	\$0.50	9,500	\$4,750.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$1.50	1,900	\$2,850.00
Storage, Photocopies, Deliveries	Flat Fee	\$300.00	1	\$300.00

Subtotal \$16,925.00

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)

Distribution Setup & Management	Hourly	\$150.00	12	\$1,800.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	12	\$1,500.00
Check, Stub & Release - Print & Mail (1099)	Per Check	\$0.95	9,500	\$9,025.00
USPS First Class Postage	Per Piece	\$0.50	9,500	\$4,750.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	950	\$1,425.00
Reminder Postcard, Includes Postage	Per Piece	\$0.90	3,325	\$2,992.50
Reminder Notice via Email and Social Media	Flat Fee	\$850.00	1	\$850.00
Preparation of Taxes	Hourly	\$120.00	28	\$3,360.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$27,202.50

CASE CONCLUSION

Data Manager Final Reporting	Hourly	\$100.00	10	\$1,000.00
Project Manager Final Reporting	Hourly	\$120.00	10	\$1,200.00
Declaration	Hourly	\$125.00	6	\$750.00

Subtotal \$2,950.00

NOT TO EXCEED: \$59,000.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

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Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

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1004

July 23, 2021

CA2441

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Legoland California, LLC
Certified Mail #70203160000075433067
C T Corporation System
330 N. Brand Blvd.
Glendale, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Merlin Entertainments Group U.S. Holdings Inc. and/or Legoland California, LLC in California and classified as non-exempt employees during the time period of July 23, 2020 until a date as determined by the Court. Our offices represent Plaintiff Sierra Steele (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Merlin Entertainments Group U.S. Holdings Inc. and/or Legoland California, LLC (“Defendants”). Plaintiff has been employed by Defendants in California as a non-exempt employee since August of 2019 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendants’ control. Defendants, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendants required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendants violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendants required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendants failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendants failed to advise Plaintiff and the other Aggrieved Employees of

their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendants failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendants failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiff and Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the correct total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendants provided to Plaintiff and other Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2) as when the hours were added up they did not equal the actual amount of hours worked each pay period. Further, Defendants violated Section 226(a)(9) by failing to identify the correct rates of pay and number of hours worked, including for the “Fixed Fees” item of pay, which was a wage payment. Additionally, Plaintiff contends that Defendants failed to comply with Industrial Wage Order 7(A)(3) in that Defendants failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendants failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendants, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendants, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendants as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.