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11 **SUPERIOR COURT OF CALIFORNIA**

12 **COUNTY OF SAN DIEGO**

13 SIERRA STEELE, an individual, and
14 ELIJAH WILKINSON, an individual, on
15 behalf of themselves and on behalf of all
16 persons similarly situated,

17 Plaintiffs,

18 v.

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

22 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

Hearing Date: June 30, 2023

Hearing Time: 10:30 a.m.

Judge: Hon. Carolyn M. Caietti

Dept.: C-70

Action Filed: December 17, 2021

Trial Date: Not yet set

1 Plaintiffs' motion for preliminary approval came on regularly for hearing on June 30, 2023, in
2 Department C-70 of the Superior Court of the State of California, County of San Diego, located at 330
3 West Broadway, San Diego, California, before the Honorable Carolyn M. Caietti. Plaintiffs were
4 represented by their counsel, Blumenthal Nordrehaug Bhowmik De Blouw LLP ("Class Counsel").
5 Defendant Legoland California, LLC ("Defendant") was represented by its counsel, DLA Piper LLP
6 (US).

7 Plaintiffs and Defendant have agreed to settle the Actions upon the terms and conditions set
8 forth in the Class Action and PAGA Settlement Agreement ("Agreement"), which is attached as
9 Exhibit 1 to the Declaration of Kyle Nordrehaug in support of Plaintiffs' motion for preliminary
10 approval.

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

22 THEREFORE, IT IS HEREBY ORDERED:

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

25 2. It appears to the Court on a preliminary basis that the class aspects of the Settlement
26 are fair, reasonable, and adequate. More specifically, it appears to the Court that counsel for the Parties
27 have engaged in sufficient investigation, research, and informal discovery, such that Class Counsel
28 and Defense Counsel are able to reasonably evaluate their respective positions. The Court

1 preliminarily finds that the class aspects of the Settlement appear to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the
3 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
4 preliminarily finds that the monetary settlement awards made available to all Class Members appear
5 fair, reasonable, and adequate when balanced against the probable outcome of further litigation
6 relating to liability and damages issues.

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

9 4. The Court also finds that settlement of the class and PAGA claims at this time will
10 avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be
11 presented by the further prosecution of the Actions. It further appears that the Settlement has been
12 reached as a result of multiple, arms' length mediation sessions before a neutral mediator.

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

21 6. For the purposes of this Settlement only, the Court hereby provisionally certifies the
22 Released Class Claims on behalf of the Class Members. "Class Members" means all individuals who
23 were employed by Defendant in the State of California in a non-exempt position during the Class
24 Period, i.e., December 17, 2017 through and including February 12, 2023. However, if any individual
25 employed by Defendant in a non-exempt position during the Class Period signed a severance
26 agreement during the Class Period and was not subsequently rehired by Defendant, those Class
27 Members shall be excluded from the class action aspects of the Settlement. Moreover, if any individual
28 employed by Defendant in a non-exempt position during the Class Period signed a severance

1 agreement during the Class Period but was subsequently rehired by Defendant, they shall only be
2 entitled to participate in the class action aspects of the Settlement with respect to the post-severance
3 agreement time period(s) for which they were employed by Defendant during the Class Period. Should
4 for whatever reason the Settlement not become final, the fact that the Parties were willing to stipulate
5 to certification of the Released Class Claims on behalf of the Class Members as part of the Settlement
6 shall have no bearing on, nor be admissible in connection with, the issue of whether a class of such
7 individuals should be certified in a non-settlement context in this Actions or in any other lawsuit.

8 7. For the purposes of this Settlement only, the Court hereby preliminarily appoints and
9 designates Plaintiffs to serve as the representatives for the Class Members who do not opt out of the
10 Settlement by the Response Deadline.

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

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

23 10. For the purposes of this Settlement, the Court hereby preliminarily approves the
24 definition and disposition of the Gross Settlement Amount and related matters provided for in the
25 Agreement. In accordance with the Agreement, the Court hereby preliminarily approves the Gross
26 Settlement Amount of Six Million Dollars and Zero Cents (\$6,000,000.00), which is the total, non-
27 reversionary amount that Defendant shall be obligated to pay under the Agreement in order to settle
28 the Actions. Separately, Defendant shall also pay the employer's share of payroll taxes on the Wage

1 Portion of the Individual Class Payments. The Court also preliminarily approves the Parties'
2 agreement that any portion of the employer's share of payroll taxes refunded by state or federal taxing
3 authorities as a result of uncashed Individual Class Payment checks shall be returned to Defendant.

4 11. For the purposes of this Settlement, the Court hereby preliminarily approves the Class
5 Representative Service Payments to Plaintiffs in the amount of \$10,000 each in recognition of their
6 role in prosecuting the Actions on behalf of Class Members and for providing a Complete and General
7 Release to the Released Parties falls within the range of reasonableness. The Court is not approving
8 this amount, but is merely authorizing notice to be provided to the Class Members of Plaintiffs'
9 requested Class Representative Services Payments and allowing Plaintiffs to make an application at
10 the Final Approval Hearing. The Court will decide the final amount of the Class Representative
11 Services Payments at the Final Approval Hearing, and the Class Representative Services Payment will
12 be paid from the Gross Settlement Amount.

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

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

1 Gross Settlement Amount.

2 14. For purposes of this Settlement, the Court hereby preliminarily approves a maximum
3 payment of \$60,000 to the Administrator for third-party administration fees that are necessary to
4 administer the Settlement (“Administration Expenses”). The Court will decide the final
5 Administration Expenses at the Final Approval Hearing, and the Administration Expenses will be paid
6 from the Gross Settlement Amount.

7 15. For purposes of this Settlement, the Court hereby preliminarily approves the PAGA
8 Settlement Amount in the amount of \$200,000 as providing genuine and meaningful relief that is
9 consistent with PAGA’s underlying purpose of benefitting the public. The Court also preliminarily
10 approves the Parties’ allocation of: (a) seventy-five percent (75%) of the PAGA Settlement Amount
11 as a LWDA PAGA Payment to the LWDA; and (b) twenty-five percent (25%) of the PAGA Settlement
12 Amount as an Individual PAGA Payment to the Affected Employees. The PAGA Settlement Amount
13 shall resolve all claims for civil penalties under the PAGA for the PAGA claims consistent with the
14 Released PAGA Claims described in the Agreement. The Agreement provides that the Individual
15 PAGA Payments shall be distributed to Affected Employees on a pro rata basis based on the number
16 of pay periods each worked in a non-exempt position for Defendant in California during the PAGA
17 Period (July 23, 2020 through February 12, 2023). The Court preliminarily approves this proposed
18 allocation and distribution of the PAGA Settlement Amount as fair, reasonable, and adequate. The
19 Court will decide the final PAGA Settlement Amount at the Final Approval Hearing, and the PAGA
20 Settlement Amount will be paid from the Gross Settlement Amount.

21 16. The Net Settlement Amount to be distributed to Participating Class Members is the
22 Gross Settlement Amount minus deductions for the Class Representative Service Payments, Class
23 Counsel Fees, Class Counsel Litigation Costs, Administration Expenses, and PAGA Settlement
24 Amount. The Agreement provides that the Individual Class Payments shall be calculated by dividing
25 a Participating Class Member’s individual workweeks worked in a non-exempt position for Defendant
26 in California during the Class Period by the total of all workweeks worked by all Participating Class
27 Members for Defendant in California during the Class Period, and multiplying this result by the Net
28 Settlement Amount. The Court finds that the Net Settlement Amount confers a substantial benefit to

1 Participating Class Members. Accordingly, for purposes of this Settlement, the Court preliminarily
2 approves the Net Settlement Amount and the Individual Class Payments as fair, reasonable, and
3 adequate. The Court will ultimately decide the fairness and adequacy of the distribution of the Net
4 Settlement Amount at the Final Approval Hearing, and the Net Settlement Amount will be paid from
5 the Gross Settlement Amount.

6 17. The Court finds that – provided that all blanks/missing information is filled out – the
7 form and content of the proposed Notice of Settlement (attached to the Agreement as Exhibit A) will
8 fairly and adequately advise Class Members of the terms of the proposed Settlement, of the preliminary
9 approval of the proposed Settlement, of their right to receive their share of the Settlement, of the scope
10 and effect of the Released Class Claims, of their rights and obligations relating to opting out of or
11 objecting to the Settlement, of the date of the Final Approval Hearing, and of their right to appear at
12 the Final Approval Hearing. Thus, the Court finds that the Notice of Settlement comports with all
13 constitutional requirements, including those of due process. The Court further finds that the
14 distribution of the Notice of Settlement as specifically described within the Agreement, with measures
15 taken for verification of addresses, as set forth therein, constitutes a fair and effective method of
16 providing notice of this Settlement.

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

19 19. The Court understands that the Settlement includes a release of Released Class Claims.
20 Upon the Effective Date, Plaintiffs – on behalf of themselves and Participating Class Members – will
21 fully and irrevocably release the Released Parties from any and all claims, rights, demands, and
22 liabilities of every nature and description, whether known or unknown, suspected or unsuspected,
23 arising under federal, state, or local law, that were asserted or that could have been asserted based on
24 the facts alleged in the Operative Complaint, that arose during the Class Period, including: (i) unlawful
25 and unfair competition in violation of California Business and Professions Code section 17200 *et seq.*;
26 (ii) failure to pay minimum and overtime wages for all time worked in violation of California Labor
27 Code sections 510, 1194, 1197, 1197.1, and 1198, including off-the-clock time spent (a) waiting for
28 and submitting to loss prevention inspections; (b) waiting in line in order to pass through security

1 checkpoints; (c) waiting in line before clocking in; and (d) waiting in line for mandatory temperature
2 checks; (iii) failure to pay overtime wages in violation of California Labor Code sections 510, 1194,
3 and 1198, including but not limited to failure to pay overtime wages at the correct regular rate of pay;
4 (iv) failure to provide meal periods or pay meal period premiums in violation of California Labor Code
5 sections 226.7 and 512 and the applicable Industrial Welfare Commission (“IWC”) Wage Order;
6 (v) failure to authorize and permit rest periods or pay rest period premiums in violation of California
7 Labor Code section 226.7 and the applicable IWC Wage Order; (vi) failure to provide accurate
8 itemized wage statements in violation of California Labor Code section 226; (vii) failure to pay all
9 wages due upon termination of employment in violation of California Labor Code sections 201-203;
10 (viii) failure to pay employees within 7 days of the close of the payroll period in violation of California
11 Labor Code section 204; (ix) failure to pay all sick pay due in violation of California Labor Code
12 sections 201-203 and 246; (x) unlawful deductions from compensation in violation of California Labor
13 Code section 221; (xi) failure to reimburse employees for business expenses in violation of California
14 Labor Code section 2802; (xii) failure to pay reporting time pay as required by the applicable IWC
15 Wage Order; (xiii) attorneys’ fees and costs incurred to prosecute the Actions on behalf of Class
16 Members; and (xiv) any other derivative remedies, penalties, and interest available under the law based
17 on the facts alleged in the Actions.

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

26 21. The Court understands that, under the Settlement, Plaintiffs will provide a Complete
27 and General Release, including a 1542 Waiver (as defined in the Agreement) to the Released Parties
28 in consideration for the promises and payments set forth in the Agreement – including the Class

1 Representative Service Payments to which Defendant contends Plaintiffs are otherwise not entitled.
2 In light of the considerations provided under the Settlement, the Court makes the preliminary finding
3 that Plaintiffs' Complete and General Release appears fair, adequate, and reasonable.

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

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

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

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

18 d. Class Members shall be given an opportunity to exclude themselves from the
19 settlement of the Released Class Claims by submitting the Request for Exclusion that: contains the
20 name of the person requesting exclusion; indicates that they do not wish to participate in the Settlement
21 in the *Sierra Steele v. LEGOLAND California, LLC*, Case No. 37-2021-00052868-CU-OE-CTL, or
22 some other descriptor that identifies the case; is signed by the person requesting exclusion; and is sent
23 to the Administrator. Any Request for Exclusion shall be postmarked no later than the Response
24 Deadline, which is sixty (60) days after the Administrator mails the Notice of Settlement or their
25 individual remailing deadline for any returned Notices of Settlement, which is fourteen (14) calendar
26 days after the Administrator remails the Notice of Settlement. The date of the postmark on the return
27 mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has
28 been timely submitted. Any Class Member who submits a timely and valid Request for Exclusion will

1 not be entitled to an Individual Class Payment and will not be bound by the release of the Released
2 Class Claims. Any Class Member who submits a timely and valid Request for Exclusion will not have
3 any right to object to or appeal the Settlement. Class Members who do not submit a timely and valid
4 Request for Exclusion on or before the Response Deadline, absent a good cause finding by the Court
5 permitting the late Request for Exclusion, shall be deemed Participating Class Members and will be
6 bound by all terms of the Settlement and the Final Approval Order and Judgment entered in the above-
7 captioned action. Under no circumstances will a Class Member who has submitted a timely and valid
8 Request for Exclusion be considered to have opted out of the PAGA aspects of the Settlement or the
9 Released PAGA Claims.

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

25 23. As of the date this Order is signed, all dates and deadlines associated with the above-
26 captioned action shall be stayed, other than those pertaining to the administration of the Settlement, to
27 be re-set if final approval is not granted. To the extent permitted by law, pending final determination
28 as to whether the Settlement should be finally approved, Class Members whether directly,

1 representatively, or in any other capacity, may not institute or prosecute any of the Released Class
2 Claims against the Released Parties.

3 24. This Settlement is not a concession or admission and shall not be used against
4 Defendant or any of the Released Parties as an admission of liability with respect to the Released Class
5 Claims or Released PAGA Claims. Whether or not the Settlement is finally approved, neither the
6 Settlement, nor any document, statement, proceeding, or conduct related to the Settlement, nor any
7 reports or accounts thereof, shall in any event be: (a) construed as, offered or admitted in evidence as,
8 received as, or deemed to be evidence for any purpose adverse to the Released Parties including, but
9 not limited to, evidence of a presumption, concession, indication, or admission by Defendant or any
10 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or
11 (b) disclosed, referred to, offered, or received in evidence against any of the Released Parties in any
12 further proceeding in the Actions, or in any other civil, criminal, or administrative action or
13 proceeding, except for purposes of enforcing the Settlement.

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

18 26. A Final Approval Hearing shall be held on November 17, 2023 at 10:30 a.m. in
19 Department C-70 of the Superior Court of the State of California, County of San Diego, located at 330
20 West Broadway, San Diego, California 92101, before the Honorable Carolyn M. Caietti, to determine
21 whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved. The
22 Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court
23 without further notice to Class Members. After the Final Approval Hearing, the Court may enter a
24 Final Approval Order and Judgment in accordance with the Settlement that will adjudicate the rights
25 of all Participating Class Members, Affected Employees, and the State of California.

26 27. In the event that the proposed Settlement is not finally approved by the Court, or for
27 any reason the Effective Date does not occur, then the Settlement and all orders entered in connection
28 therewith shall be null and void and of no effect, and shall not be used or referred to for any purposes

1 whatsoever, other than in connection with any further attempts to obtain approval of a Settlement. If
2 the Settlement is not ultimately approved, the Settlement shall be withdrawn without prejudice as to
3 the rights of the Parties thereto.

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5 IT IS SO ORDERED.

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7 Dated: _____

8 Judge of the Superior Court
9 Hon. Carolyn M. Caietti
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