

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN #068687)

Kyle R. Nordrehaug (SBN #205975)

Aparajit Bhowmik (SBN #248066)

Nicholas J. De Blouw (SBN #280922)

Sergio J. Puche (SBN# 289437)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

KAYLA RIVERA and RYLEIGH
ROMERO, DAPHNIE ARCHER,
ROBERT MORFIN, and ADAN ORTIZ
on behalf of the State of California, as
private attorneys general,

Plaintiffs,

vs.

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

Defendants.

Case No. 37-2024-00027344-CU-OE-CTL

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Hearing Date: July 10, 1016

Hearing Time: 8:30 a.m.

Judge: Hon. Blaine K. Bowman

Dept.: SD-74

Action Filed: June 11, 2024

Trial Date: Not Set

ORDER AND JUDGMENT

1. Plaintiffs Kayla Rivera, Ryleigh Romero, Daphnie Archer, Robert Morfin, and Adan Ortiz (“Plaintiffs”) move for approval of the settlement of Plaintiffs’ claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California Labor Code § 2699(l), against Defendant Legoland California, LLC (“Defendant”).

2. Plaintiffs exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as private attorney general with respect to the PAGA claims being released under the terms of the PAGA Settlement Agreement (“Agreement”), which is incorporated by reference. The California Labor Workforce Development Agency was provided with notice of the Settlement and the motion for approval of the PAGA settlement via its online process and no objection has been received to the settlement or the motion from the Labor Workforce Development Agency (“LWDA”).

3. The Parties seek approval of the settlement of Plaintiffs’ PAGA claims and the PAGA Payment to be paid as part of the settlement as set forth in the Agreement which was filed with the Court. The PAGA settlement provides for a Gross Settlement Amount in the total sum of \$839,000, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed \$18,500) for ILYM Group, Inc., to administer the settlement, PAGA Counsel Fees Payment in the amount of \$279,666 (one-third of the Gross Settlement Amount), PAGA Counsel Litigation Expenses Payment in the amount of \$22,726.69, and Service Payments to Plaintiffs of not more than \$10,000 each (for a total of \$50,000 in “Service Payments”). The PAGA Payment of no less than \$468,107.31, which is the amount remaining of the Gross PAGA Settlement Amount after deduction of the Administration Expenses Payment, and PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, and shall be allocated to Labor Code 2699 penalties, including other civil penalties specified in the Labor Code, of which 75% of the payment will be paid to the LWDA (no less than \$351,080.48) and 25% will be paid to the Aggrieved Employees (no less than \$117,026.83).

4. The Court, having reviewed the evidence and papers submitted and argument of counsel, pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Plaintiffs’ motion and

1 approves the PAGA settlement as set forth in the Agreement and the PAGA Payment, which shall be
2 allocated and paid out as set forth in the Agreement.

3 5. The “Aggrieved Employees” are defined as all individuals who are or previously were
4 employed by Defendant in California and classified as a non-exempt employee at any time during the
5 PAGA Period. The PAGA Period is the period from April 7, 2023 to April 11, 2026.

6 6. Effective on the date when Defendant fully funds the entire Gross Settlement Amount,
7 Defendant and the Released Parties (as defined in the Agreement) shall be entitled to a release of the
8 Released PAGA Claims. The “Released PAGA Claims” means any and all claims for PAGA penalties
9 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
10 Complaint, and the PAGA Notices submitted by Plaintiffs to the LWDA, which arose or occurred
11 during the PAGA Period, including PAGA Claims for violations of Labor Code §§ 201, 202, 203, 204
12 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198,
13 2100, et seq., 2802, California Code of Regulations, Title 8, Section 11040, Subd. 5(A)-(B), California
14 Code of Regulations, Title 8, Section 1 1070(14), and the applicable IWC Wage Orders (collectively
15 the “Released PAGA Claims”). The Released PAGA Claims specifically exclude other claims,
16 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
17 Housing Act, unemployment insurance, disability, social security, workers’ compensation, California
18 class claims, Plaintiffs’ individual claims that are subject to separate releases, and PAGA claims
19 outside of the PAGA period. The Released PAGA Claims also expressly excludes Plaintiffs’ non-
20 PAGA claims which are subject to separate releases, which will be set forth in separate individual
21 settlement agreements.

22 7. This settlement (including this Order) cannot be used, directly or indirectly, to
23 introduce, use, or admit in this case or in any other judicial, arbitral, administrative, investigative or
24 other forum or proceeding, as purported evidence of any violation of any federal, state, or local law,
25 statute, ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation),
26 or any liability, obligation, or duty at law or in equity, or for any other purpose. This settlement
27 (including this Order) shall not be construed to be an admission by Defendant of any liability or
28

wrongdoing as to Plaintiff, the Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing.

8. Pursuant to Labor Code section 2699, PAGA Counsel shall submit a copy of this Order and Judgment to the LWDA within 10 days after its entry.

9. This claim asserted under PAGA in this action is dismissed with prejudice. After entry of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure § 664.6, retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement, and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

DATED: _____

THE HONORABLE BLAINE K. BOWMAN
JUDGE OF THE SUPERIOR COURT