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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF SAN DIEGO**

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

20 Plaintiffs,

21 vs.

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

25 Defendants.

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

**DECLARATION OF NORMAN BLUMENTHAL
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT AND
AWARD OF ATTORNEYS' FEE, COSTS AND
SERVICE AWARDS**

Hearing Date: November 17, 2023

Hearing Time: 10:30 a.m.

[*Hearing scheduled by Order dated August 4, 2023*]

Judge: Hon. Carolyn M. Caietti

Dept: 70

Action Filed: December 17, 2021

Trial Date: Not Set

1 I, NORMAN B. BLUMENTHAL, declare as follows:

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, counsel of record for Plaintiffs Sierra Steele and Elijah Wilkinson (“Plaintiffs”) in this
4 matter. As such, I am fully familiar with the facts, pleadings and history of this matter. The following
5 facts are within my own personal knowledge, and if called as a witness, I could testify competently to
6 the matters stated herein. This declaration is being submitted in support to the Plaintiffs’ motion for final
7 approval of the class settlement, including attorneys’ fees, costs and service award.

8 2. Over the course of the litigation, a number of attorneys in my firm have worked on this
9 matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP firm
10 resume, a true and correct copy of which is attached hereto as Exhibit #1. Some of the major cases our
11 firm has undertaken are also set forth in Exhibit #1. The bulk of the attorneys involved in this matter at
12 Blumenthal Nordrehaug Bhowmik De Blouw LLP have had substantial class litigation experience in the
13 areas of employment class actions, unfair business practices and other complex litigation. The attorneys
14 at my firm have extensive experience in cases involving labor code violations and overtime claims. Class
15 Counsel has litigated similar overtime cases against other employers on behalf of employees, including
16 cases against Cigna, HealthNet, See’s Candies, Securitas, Okta, Advanced Home Health, El Pollo Loco,
17 Total Renal, Panda Express, Walt Disney Resorts, Pharmaca, Nortek Security, California Fine Wine,
18 Solarcity, Walgreens, Space Exploration, Union Bank, Verizon, Apple, Wells Fargo, Kaiser, Universal
19 Protection Services, and California State Automobile Association. Class Counsel have been approved
20 as experienced class counsel during contested motions in state and federal courts throughout California.
21 It is this level of experience which enabled the firm to undertake the instant matter and to successfully
22 combat the resources of the defendants and their capable and experienced counsel. Class Counsel have
23 participated in every aspect of the settlement discussions and have concluded the settlement is fair,
24 adequate and reasonable and in the best interests of the Class.

25

26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the
28 “Agreement”) between the parties is attached hereto as Exhibit #2. Plaintiffs and Defendant LEGOLAND

1 California, LLC ("Defendant") reached a full and final settlement of the above-captioned action, which
2 is embodied in the Agreement filed concurrently with the Court. consideration for this Settlement, the
3 Gross Settlement Amount to be paid by Defendant is Six Million Dollars (\$6,000,000). (Agreement at
4 ¶¶ 1.22 and 3.1.) Under the Settlement, the Gross Settlement Amount consists of the following elements:
5 (1) payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees
6 and Class Counsel Litigation Costs; (3) Administration Expenses; (4) the Class Representative Service
7 Payments to Plaintiffs; and (5) the PAGA Settlement Amount. (Agreement at ¶ 1.22.)

8 (b) The Gross Settlement Amount does not include Defendant's share of payroll taxes.
9 (Agreement at ¶ 3.5.) The Gross Settlement Amount shall be all-in with no reversion to Defendant.
10 (Agreement at ¶ 3.5.)

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

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

26 (e) Class Members may choose to opt out of the Settlement by following the directions in the
27 Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" will be deemed
28 Participating Class Members who will be bound by the Settlement and will be entitled to receive an

1 Individual Class Payment. (Agreement at ¶ 8.5(c).) All Affected Employees, including those who
2 submit a Request for Exclusion, will still be paid their allocation of the PAGA Settlement Amount and
3 will remain subject to the release of the Released PAGA Claims regardless of their Request for
4 Exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will advise the Class Members
5 of their right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7,
6 Ex. A.)

7 (f) A Participating Class Member must cash his or her Individual Class Payment check within
8 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will
9 be voided and any funds from such uncashed checks will be paid by the Administrator to a mutually
10 agreeable Court-approved nonprofit organization or foundation consistent with California Code of Civil
11 Procedure (“CCP”) section 384(b) (“Cy Pres Recipient”). The Parties have agreed to propose California
12 Alliance of Boys & Girls Clubs, Inc. (“Boys & Girls Clubs”), with the funds designated to be used in
13 California for the Boys & Girls Clubs’ Workforce Readiness program/job training, as the Cy Pres
14 Recipient. (Agreement at ¶ 5.4.)

15 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement.
16 (Agreement at ¶ 1.2) From the Gross Settlement Amount, The Administrator will be paid for settlement
17 administration in an amount not to exceed \$60,000. (Agreement at ¶ 3.2(c).) As set forth in the Polites
18 Decl. at ¶ 18, the Administration Expenses Payment, including fees and costs incurred to-date, as well
19 as anticipated fees and costs for completion of the settlement administration, are \$60,000.

20 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
21 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees. (Agreement at ¶
22 3.6(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel Litigation
23 Costs in an amount not to exceed \$40,000. (Agreement at ¶ 3.6(b).) Subject to Court approval, the
24 Agreement provides for a payment of no more than \$10,000 each to the Plaintiffs as the Class
25 Representative Service Payments. (Agreement at ¶ 3.6(a).) In support of this separate motion for
26 attorneys’ fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary
27 support, for these requests, including lodestar.

28 (i) Subject to Court approval, Two Hundred Thousand Dollars (\$200,000) will be paid from the

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

9 (j) The Settlement is fair, adequate and reasonable to the Class and should be finally approved
10 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
11 settlement is “fair, adequate, and reasonable”. (Preliminary Approval Order at ¶ 2.) In sum, the
12 Settlement valued at \$6,000,000 is an excellent result for the Class. This result is particularly favorable
13 in light of the fact that liability and class certification in this case were far from certain in light of the
14 defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the
15 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed
16 settlement is fair, reasonable and adequate, and should be finally approved.

17
18 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
19 dated August 4, 2023 (“Preliminary Approval Order”), the approved Class Notice has been disseminated
20 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On August
21 10, 2023, the Administrator mailed the Court-approved Class Notice to the Class Members, which
22 provided each Class Member with the terms of the Settlement, including notice of the claims at issue and
23 the financial terms of the settlement, including the attorneys' fees, costs, and service award that were
24 being sought, how individual settlement awards would be calculated, and the specific, estimated payment
25 amount to that individual. See Declaration of Cassandra Polites (“Polites Decl.”) ¶ 7, Exh. A. In
26 disseminating the Class Notice, the Administrator followed the notice procedures authorized by the Court
27 in its Preliminary Approval Order. Significantly, there has been only (1) objection and only three (3)
28 Requests for Exclusion. Polites Decl. ¶¶ 11, 12. As such, nearly the entire Class will participate in the

1 Settlement and will be sent a settlement check. *See* Polites Decl. at ¶¶ 13, 14. Out of 8,170 Class
2 Members, only one objection was received and is attached as Exhibit B to the Polites Decl. This
3 objection relates not to settlement approval, but rather objects to the requested attorneys’ fees of one-third
4 of the Gross Settlement Amount. This objection acknowledges that a one-third fee award is in the typical
5 range for class action fees, and otherwise, its conclusory statements are without merit. As discussed
6 below, the requested fee award is supported by all relevant factors and is reasonable under *Laffitte v.*
7 *Robert Half Int’l*, 1 Cal. 5th 480, 503 (2016). Class Counsel achieved an extraordinary result in
8 obtaining this \$6 million settlement, and contrary to the objection’s argument, there is nothing typical
9 or uncomplicated in reaching such a result.

10
11 5. Description of Plaintiffs’ claims - The Action generally alleges that Plaintiffs and other
12 Class Members were not properly paid all overtime wages for hours worked, were not provided meal and
13 rest periods, were not timely paid earned wages, were not provided reimbursement for required expenses,
14 were not provided accurate itemized wage statements, and were not paid all wages at the time of
15 termination. The Action seeks unpaid wages, penalties, attorney fees, litigation costs, and any other
16 equitable or legal relief allegedly due and owing to Plaintiffs and the other Class Members by virtue of
17 the foregoing claims.

18
19 6. Procedural History of the Litigation

20 (a) On December 17, 2021, Plaintiff Steele filed a Class Action Complaint against Defendant in
21 the Superior Court of the State of California, County of San Diego. The Class Action asserted claims
22 against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2)
23 failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1; (3) failure
24 to pay overtime wages in violation of Cal. Labor Code § 510; (4) failure to provide required meal periods
25 in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation
26 of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in
27 violation of California Labor Code § 226; (7) failure to provide wages at termination in violation of Cal.
28 Lab. Code § 201, 202, and 203; (8) failure to pay employees within 7 days of the close of the payroll

1 period in violation of California Labor Code section 204; (9) failure to pay all sick pay due in violation
2 of California Labor Code sections 201- 203 and 246; (10) unlawful deductions from compensation in
3 violation of California Labor Code section 221; and, (11) failure to reimburse employees for required
4 expenses in violation of California Labor Code § 2802. On March 7, 2022, Defendant filed an Answer
5 to Plaintiff Steele's Class Action Complaint asserting fifteen (15) affirmative defenses.

6 (b) On July 23, 2021 Plaintiff Steele filed with the LWDA and served on Defendant a PAGA
7 Notice with the LWDA notifying the agency of her intent to bring a PAGA representative action against
8 Defendant for violation of Labor Code sections 201-204, 210, 221, 226, 226.7, 227.3, 246, 351, 510, 512,
9 558, 1194, 1197, 1197.1, 1198, 2802, violations of California Code of Regulations, Title 8, Section
10 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), and violations
11 of the applicable IWC Wage Order(s). A true and correct copy of the PAGA Notice is attached hereto
12 as Exhibit #3. On December 20, 2021, Plaintiff Steele filed a separate PAGA Action Complaint against
13 Defendant in the Superior Court of the State of California, County of San Diego, alleging one cause of
14 action for civil penalties pursuant to Labor Code section 2699, et seq. for alleged violations of Labor
15 Code sections 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 351, 510, 512, 558 (excluding
16 558(a)(3)), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations Title 8, Section 11040,
17 Subdivision 5(A)-(B). On November 21, 2022, Defendant filed an Answer to Plaintiff Steele's
18 Representative Action Complaint asserting twenty-eight (28) affirmative defenses.

19 (c) As part of the Settlement, on February 15, 2023, Plaintiffs filed a First Amended Consolidated
20 Class Action and Representative Action Complaint in the Class Action that (a) added formal causes of
21 action for: failure to pay all wages due under Labor Code sections 201-203, failure to pay wages within
22 7 days of the close of the payroll period under Labor Code section 204, failure to pay sick pay under
23 Labor Code sections 201-203 and 246, unlawful deduction of wages under Labor Code section 221, and
24 failure to pay reporting time pay under the applicable IWC Wage Order; (b) added PAGA claims against
25 Defendant including those currently alleged in the PAGA Action; and (c) added Plaintiff Wilkinson as
26 a named plaintiff. This First Amended Consolidated Class Action and Representative Action Complaint
27 is referred to as the Operative Complaint. (Agreement at ¶ 2.6.)

28 (D) Over the course of litigation, the Parties engaged in the investigation of the claims, including

1 production of documents, class data, and other information, allowing for the full and complete analysis
2 of liabilities and defenses to the claims in the Action. The information for mediation obtained by
3 Plaintiffs included: (1) time punch data sampling showing employees' meal periods and their time
4 worked; (2) Payroll data for employees; (3) Defendant's employee wage and hour policies; (5) the
5 employment files for the Plaintiffs; and, (7) samples of wage statements provided by Defendant.
6 Specifically, Defendant informally produced information and data (for the time period covering
7 December 17, 2017 through August 15, 2022) regarding the number of current and former Class
8 Members and Affected Employees (as of August 15, 2022), the total number of workweeks worked by
9 current and former Class Members from December 17, 2017 to August 15, 2022, the number of pay
10 periods worked by Affected Employees from December 17, 2017 to August 15, 2022, and the number
11 of meal and rest period premiums paid to Class Members and Affected Employees from December 17,
12 2017 to August 15, 2022. In addition, Defendant produced documents regarding its policies and
13 procedures, including each version of its employee handbook in effect during 2018-2020, this included
14 policies for timekeeping, reporting for work, meal periods, rest breaks, and payroll. In total, Defendant
15 produced 566 pages of policy documents, along with Plaintiff Steele's personnel file, time records, and
16 pay records, in advance of mediation. Defendant also provided Plaintiffs with a sampling of time and pay
17 records for 471 Class Members. (Agreement at ¶ 2.9.) As such, Class Counsel received the data and
18 information for the Class, which was sufficient for Plaintiffs' expert to prepare the valuations of the
19 claims for the Class.

20 (e) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation. Prior
21 to mediation, the Parties engaged in the above investigation and the exchange of documents and
22 information in connection with the Action. On October 21, 2022, the Parties participated in an all-day
23 mediation session presided over by David A. Rotman, Esq., a respected and experienced mediator of
24 wage and hour class actions. The Parties did not settle at the October 21, 2022. However, on December
25 12, 2022, the Parties participated in a second all-day mediation session presided over by Mr. Rotman.
26 During this second day of mediation, the Parties reached an agreement to settle the Action which was
27 memorialized in the form of a Memorandum of Understanding executed in December 2022. At all times,
28 the negotiations were arm's length and contentious.

1 (f) The Parties continued to negotiate the terms of the Settlement and prepared the long form
2 Agreement. Accordingly, for purposes of this Settlement, the "Class" is defined as "all individuals
3 employed by Defendant in the State of California in a non-exempt position during the Class Period.
4 However, if any individual employed by Defendant in a non-exempt position during the Class Period
5 signed a severance agreement during the Class Period and was not subsequently rehired by Defendant,
6 those Class Members shall be excluded from the Class and the class action aspects of the Settlement.
7 Moreover, if any individual employed by Defendant in a non-exempt position during the Class Period
8 signed a severance agreement during the Class Period but was subsequently rehired by Defendant, they
9 shall be included in the Class but shall only be entitled to participate in the class action aspects of the
10 Settlement with respect to the post-severance agreement time period(s) for which they were employed
11 by Defendant during the Class Period." (Agreement at ¶ 1.5.) The Class Period is from December 17,
12 2017 through and including February 12, 2023. (Agreement at ¶ 11.13.)

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

28 (h) Class Counsel has conducted a thorough investigation into the facts of the class action. Over

1 the course of more than a year, Class Counsel diligently evaluated the Class Members' claims against
2 Defendant. Prior to the settlement negotiations, counsel for Defendant provided Class Counsel with
3 access to necessary information for the Class. In addition, Class Counsel previously negotiated
4 settlements with other employers in actions involving nearly identical issues and analogous defenses.
5 Based on the foregoing data and their own independent investigation, evaluation and experience, Class
6 Counsel believes that the Settlement with Defendant on the terms set forth in the Agreement is fair,
7 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
8 circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential
9 appellate issues

10

11 7. History of Settlement Discussions

12 (a) This Settlement is the result of extensive and hard-fought litigation as well as negotiations
13 before an experienced and well-respected mediator. Defendant has expressly denied and continue to
14 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiffs and
15 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released
16 Class Claims in accordance with this Settlement. Class Counsel are experienced and qualified to evaluate
17 the class claims, the viability of the defenses asserted, and the risks and benefits of trial and settlement,
18 and Class Counsel are experienced in wage and hour class actions, as Class Counsel has previously
19 litigated and certified similar claims against other employers.

20 (b) The Parties attended two arms-length mediation sessions with David Rotman, a respected and
21 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
22 for the mediations, Defendant provided Class Counsel with necessary information for the members of
23 the Class, including time data, payroll data and data concerning the composition of the Class. Plaintiffs
24 analyzed the data with the assistance of damages expert, Berger Consulting, and prepared and submitted
25 a mediation brief and damage valuation to the Mediator. At the conclusion of the second all-day
26 mediation, the Parties agreed to the principal terms of this Settlement, which they subsequently
27 memorialized in the Agreement.

28 (c) From December 2022 to February 2023, the Parties finalized the Agreement and exhibits

1 thereto, and then were presented by motion to this Court for preliminary approval. On August 4, 2023,
2 the Court issued its Order granting preliminary approved of the Settlement as fair and reasonable to the
3 Class.

4 (d) Plaintiffs and Class Counsel believe that this Settlement is fair, reasonable and adequate. In
5 my judgment as experienced Class Counsel, this Settlement should be finally approved.

6

7 8. The outcome of this case would have been uncertain and fraught with risks.

8 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
9 Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices complied with
10 all applicable labor laws. Defendant argued that all work time was properly paid for and that the work
11 time recording practices were lawful. Defendant contended that its meal and rest period policies fully
12 complied with California law and that Defendant's timekeeping system recorded meal periods, paid for
13 missed meal periods, and was not required to record rest periods. Defendant established that it paid
14 significant premiums for any alleged meal or rest period violation. As to expense reimbursement,
15 Defendant contended that it did not fail to provide reimbursement for necessary business expenses and
16 that claimed expenses were voluntary and convenient and therefore reimbursement was not required.
17 Defendant could argue that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004
18 (2012), weakened Plaintiffs' claims, on liability, value, and class certifiability as to the meal and rest
19 period claims. Defendant also argues that based on its facially lawful practices, Defendant acted in good
20 faith and without willfulness, which if accepted would negate the claims for waiting time penalties and/or
21 inaccurate wage statements. If successful, Defendant's defenses could eliminate or substantially reduce
22 any recovery to the Class. While Plaintiffs believe that these defenses could be overcome, Defendant
23 maintains these defenses have merit and therefore present a serious risk to recovery by the Class.

24 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable
25 to obtain class certification and thereby not recover on behalf of any employees other than themselves.
26 Defendant argued that the individual experience of each putative Class Member varied with respect to
27 the claims. Defendant could also contest class certification by arguing injury and good faith were case
28 by case determinations that precluded class certification. Plaintiffs are aware of other cases where class

1 certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885 (2019)
2 (denying certification of rest break claims). Finally, even if class certification was successful, as
3 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
4 4th 1 (2014), there are significant hurdles to overcome for a class wide recovery even where the Class
5 has been certified. While other cases have approved class certification in wage and hour claims, class
6 certification in this action would have been hotly disputed and was by no means a foregone conclusion.

7 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
8 cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of
9 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to
10 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
11 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
12 an uncertain result three or more years in the future. Plaintiffs and Class Counsel recognize the expense
13 and length of a trial against Defendant through possible appeals which could take at least another two
14 or three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation,
15 especially in complex actions such as this one. Class Counsel are also mindful of and recognize the
16 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover,
17 post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery
18 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. Plaintiffs
19 and Class Counsel believe that the Settlement confers substantial benefits upon the Class. Based upon
20 their evaluation, Plaintiffs and Class Counsel have determined that the Settlement set forth in the
21 Agreement is in the best interest of the Class.

22 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
23 to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
24 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
25 to the value of the claims. The calculations to compensate for the amount due to the Class Members at
26 the time this Settlement was negotiated were calculated by Plaintiffs' expert, Berger Consulting, in
27 advance of mediation. For the individuals whose claims are at issue in this Action, Plaintiffs analyzed
28 the data for putative Class Members and determined the potential maximum damages for the class claims.

1 For the Class, Plaintiffs evaluated that the claim for unpaid wages due to the miscalculation of the regular
2 rate was potentially \$74,007; the alleged unpaid wages due to *Ferra* miscalculation as to sick pay and meal
3 period premiums was \$124,267; the maximum potential meal period damages, after deducting meal
4 premiums paid by Defendant, were estimated to be \$292,382; the maximum potential rest period
5 damages, after deducting rest period premiums paid by Defendant, were estimated to be \$4,821,899; the
6 maximum potential damages for unpaid wages and off the clock work were estimated to be \$2,713,389;
7 and the maximum potential damages for failure to provide expense reimbursement were calculated to be
8 \$1,020,595. In total, the damages for the Class were calculated to have a maximum potential total value
9 of \$9,046,538. In addition, Plaintiffs calculated that the maximum value of the potential waiting time
10 penalties were between \$2,260,980 and \$17,417,414, depending on the predicate violation, and the
11 maximum value of the potential wage statement penalties were between \$3,782,550 and \$9,406,050,
12 depending on the predicate violation.¹ Defendant vigorously disputed Plaintiffs' calculations and
13 exposure theories. Consequently, the Gross Settlement Amount represents more than 66% of the value
14 of the potential maximum damages at issue for the Class in this case, assuming these amounts could all
15 be proven in full at trial.² The above maximum calculations should then be adjusted in consideration for
16 both the risk of class certification and the risk of establishing class-wide liability on all claims. Given the
17 amount of the Settlement as compared to the potential value of the claims, the Settlement is most
18 certainly fair and reasonable.

19 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
20 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
21

22 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
23 226, at mediation Plaintiffs recognized that these claims were subject to additional defenses asserted
24 by Defendant, including, but not limited to, a good faith dispute defense as to whether any premium
25 wages for meal or rest periods or other wages were owed given Defendant's position that Plaintiffs
26 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.").

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 was addressed in the
Motion for Preliminary Approval in the Decl. Nordrehaug at ¶ 33.

1 defenses both to liability and to class certification. Currently, the maximum and average Class Member
2 allocation are \$3,009.26 and \$450.10, respectively. *See* Polites Decl. ¶15. Given the complexities of this
3 case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
4 reasonable and adequate, and should be finally approved.

5 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiffs would
6 prevail against the Defendant’s factual and legal defenses. While Plaintiffs and Class Counsel believe
7 in the merits of the claims, Defendant has asserted real and substantial defenses to these claims and to
8 class certification. Settlement in this case clearly benefits the Class when measuring the strengths of
9 Plaintiffs’ case and the risk of establishing class wide liability and damages.

10
11
12 **ATTORNEYS’ FEES, LITIGATION EXPENSES AND SERVICE AWARDS**

13 9. The Agreement For The Payment of Fees and Expenses Should Is Appropriate And
14 Should Be Enforced

15 (a) Class Counsel successfully negotiated a class action settlement which provides for
16 a common fund settlement to be paid by Defendant LEGOLAND California, LLC (“Defendant”) to the
17 Class in the amount of Six Million Dollars (\$6,000,000) (the “Gross Settlement Amount”). (Class Action
18 Settlement Agreement [the “Agreement”] ¶¶ 1.22 and 3.1.) As part of the settlement, the parties agreed
19 to an award of attorneys’ fees equal to one-third (1/3) of the Gross Settlement Amount as the Class
20 Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests
21 approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement
22 Amount.

23 (b) In the class action context, that means “attempting to award the fee that informed
24 private bargaining, if it were truly possible, might have reached.” Here, informed arms-length bargaining
25 between experienced counsel and Defendant resulted in Defendant negotiating the fee award to one-third
26 of the Gross Settlement Amount. Such bargaining is obviously the best measure of the market for fees.
27 Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees in
28 an equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate

1 market value of the award requested.

2 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be
3 approved. The requested fee award was bargained for during arms' length adversarial bargaining by
4 counsel for each of the parties as part of the Settlement.

5

6 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
7 Created for the Benefit of the Class

8 (a) As part of the settlement, the parties agreed to an award of attorneys' fees equal to
9 one-third of the Gross Settlement Amount of \$6,000,000, which equals \$2,000,000 for attorneys' fees.
10 As part of the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable
11 litigations expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$40,000.
12 Finally, Defendant also agreed that Plaintiffs can be awarded Class Representative Service Payments in
13 the amount of \$10,000 each, as their service award under the Agreement.

14 (b) In defining a reasonable fee, the Court should mimic the marketplace for cases
15 involving a significant contingent risk such as this one. Our legal system places unique reliance on
16 private litigants to enforce substantive provisions of employment law through class actions. Therefore,
17 attorneys providing these substantial benefits should be paid an award equal to the amount negotiated
18 in private bargaining that takes place in the legal market place.

19 (c) There is a substantial difference between the risk assumed by attorneys being paid by
20 the hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go
21 to the bank with his fee. The attorney working on a contingent basis can only log hours while working
22 without pay towards a result that will hopefully entitle him to a marketplace contingent fee taking into
23 account the risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives
24 nothing. In this case, the nature of the fee was wholly contingent. Class Counsel subjected themselves
25 to this contingent fee market risk in this all or nothing contingent fee case wherein the necessity and
26 financial burden of private enforcement makes the requested award appropriate. This case was litigated
27 on a contingent basis for over one years, with all of the risk factors inherent in such an uncertain
28 undertaking. Indeed, I am aware of other similar cases where the court dismissed the class allegations

1 or denied class certification. Under such circumstances, courts have held that a risk multiplier must be
2 applied to the fee award.

3 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
4 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee
5 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
6 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
7 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
8 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
9 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
10 multiplier approved in other cases.

11 (e) At the time this case was brought, the result was far from certain as discussed above
12 at paragraphs 8(a) and 8(b).

13 (f) The Settlement was possible only because Class Counsel was able to convince
14 Defendant that Plaintiffs could potentially prevail on the contested issues regarding liability, maintain
15 class certification, overcome difficulties in proof as to monetary relief and take the case to trial if need
16 be. In successfully navigating these hurdles Class Counsel displayed the necessary skills in both wage
17 and hour and class action litigation. Moreover, as discussed above, there were significant risks to the
18 contingent litigation.

19 (g) To represent the Class on a contingent fee basis, Class Counsel also had to forego
20 compensable hourly work on other cases to devote the necessary time and resources to this contingent
21 case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky contingent
22 fee work in this case which could potentially have paid nothing.

23 (h) Class Counsel were required to advance all costs in this litigation. Especially in this
24 type of litigation where the corporate defendant and their attorneys are well funded, this can prove to be
25 very expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can
26 be significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
27 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
28 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class

1 Counsel advanced more than \$40,000 in costs which could not have been recovered if this case had been
2 lost. The Plaintiffs also undertook the risk of liability for Defendant’s costs had this case not succeeded,
3 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
4 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
5 Plaintiffs also support the requested awards.

6 (i) In this case, the reasonableness of the requested attorneys’ fee of one-third is also
7 established by reference to Class Counsel’s lodestar in this matter. **The contemporaneous billing**
8 **records for Class Counsel evidence that through October 25, 2023, Class Counsel’s total lodestar**
9 **is \$511,760.00**, with significant additional fees still to be incurred to complete final approval and the
10 settlement process. (Exhibits #3 and 4.) The requested fee award is therefore currently equivalent to
11 Class Counsel’s total lodestar with a reasonable multiplier, and there will be additional lodestar incurred
12 by Class Counsel to complete the settlement process and manage the settlement distribution and reports.
13 Such a multiplier is in the range of multipliers approved in other cases such as *Vizcaino v. Microsoft*
14 *Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65 multiplier approved because of substantial risk). As
15 evidenced by the billing, Class Counsel’s work was efficiently performed and highly successful, and
16 Class Counsel should not be punished for efficient and successful litigation. As a result, this Court may
17 conclude that the requested award is fair and reasonable and is justified under California law.

18 (j) Counsel retained on a contingency fee basis, whether in private matters or in
19 representative litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent
20 fee schedule in order to compensate for both the risks and the delay in payment for the simple fact that
21 despite the most vigorous and competent of efforts, success is never guaranteed. This is particularly true
22 here where Class Counsel has prosecuted this case on a contingency basis for over two years. Indeed, if
23 counsel is not adequately compensated for the risks inherent in difficult class actions, competent
24 attorneys will be discouraged from prosecuting similar cases.

25 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
26 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
27 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
28 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award

1 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
2 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
3 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
4 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
5 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.*
6 (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a
7 one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and*
8 *Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a
9 one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra*
10 *Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn
11 awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*
12 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded
13 a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v.*
14 *Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a
15 one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al.*
16 *v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson
17 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*
18 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher
19 E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10,
20 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
21 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and
22 hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco
23 Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award
24 in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour*
25 *Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award
26 in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical*
27 *Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-
28 third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone*

1 *Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr.
2 awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon*
3 *v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D’Morias
4 awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v.*
5 *Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David
6 Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre*
7 *v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill
8 Talley approved a one-third fee award in a wage and hour class settlement. On October 16, 2023, in
9 *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T.
10 Ortiz awarded a one-third fee award in a wage and hour class settlement.

11 12. **The contemporaneous billing records for Class Counsel evidence that through**
12 **October 25, 2023, Class Counsel’s total lodestar is \$511,760.00**, with significant additional fees still
13 to be incurred to complete final approval and the settlement process. The requested fee award is
14 therefore currently equivalent to Class Counsel’s total lodestar with a multiplier of 3.9, and there will be
15 additional lodestar incurred by Class Counsel to complete the settlement process and manage the
16 settlement distribution and reports. In litigating this Action and reaching this settlement for the Class,
17 Class Counsel performed more than 642 hours of lodestar time on a contingent basis with hourly attorney
18 rates between \$450 and \$995. A detailed breakdown of the total fees and the services performed by the
19 firm on this case is attached hereto as Exhibits #3 and 4.³ In addition, Class Counsel will be performing
20 significant additional work that is not included in this lodestar amount, including finalizing the final
21 approval motion, attending the hearing on final approval, and monitoring completion of the settlement
22 process. I expect this additional work will result in \$20,000 in additional lodestar for my firm. The rates
23 charged by my firm are in line with the prevailing rates of attorneys in the local legal community for
24 similar work and, if this were a commercial matter, these are the charges that would be made and
25 presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%

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³ Class Counsel switched billing systems in June 2022, so Exhibit #3 contains the billing for inception to June 2022, and Exhibit #4 contains the billing from June 2022 to October 25, 2023.

1 increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is
2 attached hereto as Exhibit #5. These hourly rates have been approved by Court’s throughout California,
3 including the Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre
4 Birotte Jr. explicitly found that Class Counsel’s “rates generally appear reasonable and ‘in line with those
5 prevailing in the [relevant] community’—the Central District of California”. Finally, the reasonableness
6 of Class Counsel’s hourly rates is further confirmed by comparing such rates with the rates of comparable
7 counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey.
8 See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal.
9 2014) (finding that “Mayer Brown's \$775 average billing rate for partners” and “Mayer Brown's \$543
10 average associate billing rate” are reasonable rates when compared within 21 other firms practicing in
11 the Southern District of California.) This survey is useful to show that Class Counsel’s rates are in line
12 with the comparable rates of the defense counsel that opposes these types of class claims, such as Mayer
13 Brown noted above who is defense counsel in cases currently being prosecuted by Class Counsel. In
14 another example, several years ago Sheppard Mullin Richter & Hampton, who is opposing counsel in
15 many cases prosecuted by Class Counsel, charged rates of \$875 for partners and \$535 for associates.
16 Similarly, Paul Hastings, another opposing counsel in these types of cases, in 2020 charged between \$900
17 and \$750 for partners and \$755 and \$335 for associates. Indeed, four years ago a court recognized as
18 reasonable the rate of \$1,048.47 charged by partners at Gibson Dunn. See *MSC Mediterranean Shipping*
19 *Co. Holding S.A. v. Forsyth Kownacki LLC*, 2017 WL 1194372, at *3 (S.D.N.Y. Mar. 30, 2017); see also
20 *U.S. Bank N.A. v. Dexia Real Estate Capital Mkts.*, 2016 WL 6996176, at *8 (S.D.N.Y. Nov. 30, 2016)
21 (five years ago, approving rates of up to \$1,055 per hour for seasoned partners) Thus, the rates charged
22 by Class Counsel for comparable work are less than these examples, and are therefore undoubtedly
23 reasonable. Therefore, the requested fee award as a percentage of the fund is supported by the currently
24 lodestar incurred with a reasonable multiplier which will be even less by the completion of the settlement.
25 This is comparable to the multiplier approved in other cases. The requested award is therefore
26 reasonable viewed by the Lodestar/Multiplier cross-check.

1 Litigation Expenses

2 13. The Agreement provides at paragraph 3.5(b) that Class Counsel may seek a “Class
3 Counsel Litigation Costs of not more than Forty Thousand Dollars and Zero Cents (\$40,000.00).” Class
4 Counsel requests reimbursement for incurred litigation expenses and costs in the amount of \$40,000
5 based upon counsel’s billing records which evidence that Class Counsel incurred litigation expenses in
6 the total amount of \$40,895.57. The requested expense reimbursement is less than actual amount of
7 litigation expenses incurred. These litigation expenses include the expenses incurred for filing fees,
8 mediation expenses, expert fees (Berger Consulting Group), attorney service charges (Knox, One Legal),
9 and Lexis charges, all of which are costs normally billed to and paid by the client. The details of the
10 litigation expenses incurred are set forth in Exhibits #3 and 4.⁴ These costs were reasonably incurred in
11 the prosecution of the Action.

12
13 Class Representative Service Payments

14 14. For their service as the only Class Representatives, Plaintiffs should be awarded the
15 agreed Class Representative Service Payments of \$10,000 each, in accordance with the Agreement for
16 their time, risk and effort expended on behalf of the Class. (Agreement at ¶ 3.5(a).) Defendant has
17 agreed to these payments and there have been no objections to the requested Class Representative Service
18 Payments. The declarations of Plaintiffs Steele and Wilkinson in support of this request is attached
19 hereto as Exhibit #6 and 7. As the representatives of the Class, the Plaintiffs performed their duty to the
20 Class admirably and without exception. Plaintiffs worked extensively with Class Counsel during the
21 course of the litigation, responding to numerous requests, searching for documents, working with
22 counsel, and reviewing the settlement documentation. As set forth in the Agreement, the Plaintiffs are
23 also providing a comprehensive release as part of the Settlement, far beyond the class release. The
24 declaration of Plaintiffs detail the involvement, stress and risks they undertook as a result of this Action.
25 Plaintiffs also assumed the serious risk that they might possibly be liable for costs and fees to Defendant,

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28 ⁴ Exhibit #3 contains the expense billing for inception to June 2022, and Exhibit #4 contains the
expense billing from June 2022 to October 25, 2023.

1 as well as the reputational risk of being “blacklisted” by other future employers for having filed a class
2 action on behalf of fellow former employees. Without the Plaintiffs’ participation, cooperation and
3 information, no other employees would be receiving any benefit. The payment of service awards to
4 successful class representatives is appropriate and the amount of \$10,000 each is well within the currently
5 awarded range for similar settlements. The requested award is also reasonable by reference to the
6 amounts that other California courts have found to be reasonable in wage and hour class action
7 settlements: *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 Lab. Cas. (CCH) P36,620 (E.D.
8 Cal. 2018) (approving two service awards of \$12,500 each); *Holman v. Experian Info. Solutions, Inc.*,
9 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class member recovery was
10 \$375); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 268 (N.D. Cal. 2015) (approving \$10,000
11 award); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000
12 where the plaintiff brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin.*
13 *Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding \$25,000 service award in
14 overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles
15 County Superior Court (Mar. 7, 2013) (awarding \$25,000 service award); *Aguiar v. Cingular Wireless,*
16 *LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767 service award);
17 *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court
18 (Apr. 21, 2011) (awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*,
19 Case No. BC375967, Los Angeles County Superior Court (June 24, 2010) (awarding \$15,000 service
20 award); *Baker v. L.A. Fitness Int’l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12,
21 2012) (awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential*
22 *Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011) (awarding
23 \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County
24 Superior Court (June, 11, 2010) (awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*,
25 Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013) (awarding \$10,000 service
26 award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
27 Court (May 27, 2011) (awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing,*
28 *Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012) (awarding \$10,000 service

1 award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July
2 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.
3 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award
4 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.
5 BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz*
6 *v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,
7 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.
8 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva*
9 *v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8,
10 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case
11 No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award);
12 *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court
13 (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335,
14 Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
15 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding
16 \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San
17 Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco*
18 *Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award);
19 *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July
20 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No.
21 CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG*
22 *Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24,
23 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199,
24 BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award);
25 *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018)
26 (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Complany*, U.S.D.C. Central District
27 of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

28 15. The requested Class Representative Service Payments are also reasonable in light of the

1 reputational risk that Plaintiffs assumed in bringing this action against their former employer. Plaintiffs
2 put their future employment prospects at risk by becoming a class representative as the fact that they filed
3 a lawsuit "is searchable on the internet and may become known to prospective employers when
4 evaluating" her for employment. *Guippono v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026,
5 *20 (S.D.N.Y. Oct. 28, 2011). Employers routinely screen employee candidates to determine whether
6 they have ever filed a suit against other employers, allowing them to screen out the litigious candidates.
7 An entire industry exists that allows employers to run extensive background searches on potential
8 employees. Companies who provide these services specifically highlight the fact that their services
9 allows employers to weed out litigious employment candidates. Reliable Plant outlines ways that
10 employers can "get a sense of whether a prospective employee is likely to sue" the employer, through
11 background checks and other means, to screen out these employees.⁵ Onicra Credit Rating Agency
12 states: "Background screening has become a necessity in today's litigious society." Back Track
13 Screening also represents: "In today's litigious culture, employers simply cannot afford to hire employees
14 who will put their company at risk."⁶ PreciseHire also offers employment screening and similarly warns:
15 "with today's business climate being extremely competitive and highly litigious, conducting pre
16 employment background checks has become a necessity."⁷

17 16. As a result, Class Counsel respectfully requests approval of the application for award of
18 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
19 expenses in the amount of \$40,000, and approval of the requested Class Representative Service Payments
20 to the Plaintiffs.

21 17. In accordance with California Rules of Court, rule 3.769, I make the following
22 disclosure. The Class Counsel Fees Payment awarded shall be allocated entirely to Blumenthal
23 Nordrehaug Bhowmik De Blouw LLP.

25 ⁵ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁶ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ⁷ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/)
28 [have-become-a-busines-necissity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/).

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 25th day of October 2023, at San Diego, California.

/s/ Norman Blumenthal
NORMAN B. BLUMENTHAL

EXHIBIT #1

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

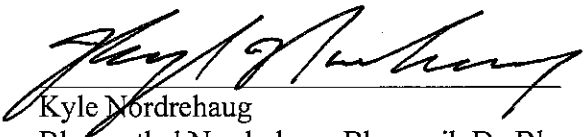


Elijah Wilkinson (Feb 22, 2023 12:43 PST)
Plaintiff Elijah Wilkinson

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.

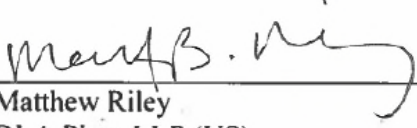
Dated: _____
Plaintiff Sierra Steele

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:	
<p>You Don’t Have to Do Anything to Participate in the Settlement</p>	<p>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).</p> <p>Additional information is set forth below in Section C.</p>
<p>You Can Opt out of the Class Aspects of the Settlement but not the PAGA Aspects of the Settlement</p> <p>The Response Deadline is _____.</p>	<p>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.</p> <p>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.</p>
<p>Participating Class Members Can Object to the Class Aspects of the Settlement but not the PAGA Aspects of the Settlement</p> <p>Written Objections Must be Submitted by the Response Deadline (_____)</p>	<p>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.</p>

<p>You Can Participate in the Final Approval Hearing</p>	<p>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.</p> <p>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.</p>
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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;

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

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

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

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

25 a. No later than fifteen (15) calendar days after the date of this Preliminary
26 Approval Order, Defendant shall provide the Administrator with the Class Data, which shall include,
27 for each Class Member: name, last-known mailing address, social security number, email address (if
28 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: _____

27 Judge of the Superior Court
28 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

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

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

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

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

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

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

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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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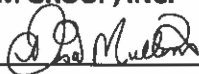
4.10. Indemnification.

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 NA

Date: 2/23/2023

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 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 Ehmman

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

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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-Arafah 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

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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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Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinart of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd’s 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank - San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central

Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

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. JEH 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

EXHIBIT #3

BLUMENTHAL NORDREHAUG

BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CA 92037

(858) 551-1223

OCTOBER 25, 2023

SIERRA STEELE

RE: LEGOLAND
FILE NUMBER: CA2441.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
06/10/21	ND	REVIEW ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. CONFERENCE WITH PLAINTIFF TO DISCUSS STATUS AND PROCESS OF LAWSUIT. RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CALIFORNIA.	3.40	850	2,890.00
06/12/21	ND	REVIEW EMAILS AND DOCUMENTS FROM PLAINTIFF STEELE REGARDING WORKPLACE RETALIATION AND OFF THE CLOCK CLAIMS. CALL WITH PLAINTIFF. LEGAL RESEARCH REGARDING 1102.5 CLAIMS AND PORTAL TO PORTAL ACT FOR UNPAID WAGES.	4.00	850	3,400.00
06/22/21	ND	REVIEW AND ANALYZE EMPLOYMENT FILE FOR LEGAL CLAIMS. ANALYZE ALL PAY STUBS FOR 226(A) AND OVERTIME VIOLATIONS. CONFERENCE WITH PLAINTIFF STEELE TO DISCUSS FACTS FOR COMPLAINT. REVIEW PAGA WEBSITE FOR RELATED ACTIONS AGAINST STAFFING COMPANIES.	4.50	850	3,825.00
07/01/21	ND	DRAFT ORIGINAL COMPLAINT. ANALYZE CA SEC. OF STATE BUSINESS FILINGS FOR CORRECT DEFENDANTS.	4.50	850	3,825.00
07/05/21	ND	REVIEW AND ANALYZE SUITABLE	2.90	850	2,465.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SEATING CLAIMS. LEGAL RESEARCH REGARDING THE SAME. REVIEW INCENTIVE PAY PAYMENTS INTO REGULAR RATE CLAIMS. CALL WITH PLAINTIFF FOR STATUS UPDATE.			
07/21/21	ND	DRAFT COMPLAINT. SEND TO PLAINTIFF FOR APPROVAL. CONFERENCE WITH PLAINTIFF TO GO OVER REVISIONS. REVISE COMPLAINT FOR FILING. ANALYZE CASE FILE AND COURT DOCKETS.	5.00	850	4,250.00
07/22/21	ND	DRAFT INTERNAL CASE NOTES MEMO DETAILING FACTS AND LAW.	2.10	850	1,785.00
07/22/21 17	KN	REVIEW & REVISE DRAFT COMPLAINT; PROVIDE INPUT ON CLAIMS	1.00	950	950.00
07/23/21	AJB	REVIEW CASE INTAKE NOTES AND PAGA LETTER. REVIEW CAL LAB CODE 2699 AND ANALYZE WHETHER ALL APPLICABLE STATUTES ARE IDENTIFIED IN LETTER AS COMPARED TO CLIENT DOCS AND INTAKE NOTES. REVIEW/ANALYZE SUFFICIENCY OF SPECIFICITY OF COMPLAINT AND PAGA FACTUAL ALLEGATIONS. REVIEW ESTRADA V. SAFEWAY RE: LAW AS TO PAGA PLEADING REQUIREMENTS. BEGIN DRAFTING DISCOVERY REQUESTS AND PMK OUTLINE.	4.00	895	3,580.00
07/23/21	ND	REVIEW CASE FILE AND COMPLAINT. DRAFT PAGA NOTICE. UPLOAD TO LWDA WEBSITE.	1.90	850	1,615.00
07/23/21 15	KN	REVIEW CASE NOTES AND RESERACH FROM ND; ANALYSIS OF CLAIMS AND FACTS; LEGAL RESEARCH ISSUES; ADVISE ND	2.50	950	2,375.00
08/02/21 15	KN	REVIEW ANALYSIS AND RESEARCH FROM AJ; ANALYZE CLAIMS AND FACTS FOR USE IN STRATEGY AND COMPLAINT; MEMO TO STAFF	1.00	950	950.00
11/04/21	SB	REVIEW COMPLAINT FOR FILING,	2.80	450	1,260.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		ANALYZE, ADVISE ND			
11/08/21	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.80	450	1,260.00
12/15/21	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	675	337.50
12/15/21	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS/PAYSTUBS	3.00	675	2,025.00
12/15/21 17	KN	REVIEW & REVISE FINAL DRAFT OF COMPLAINT; REIEW DOCUMENTS AND DAMAGE ANALYSIS FROM STAFF; PROVIDE INPUT AND THOUGHTS ON FACTS AND CLAIMS	1.00	950	950.00
12/16/21	RE	REVIEW, EDIT & FINALIZE CLASS ACTION COMPLAINT DRAFT	2.75	675	1,856.25
12/17/21	RE	[CLASS] DRAFT SUMMONS AND CIVIL CASE COVER SHEET	0.50	675	337.50
12/17/21	RE	REVISE/EDIT CLASS ACTION COMPLAINT DRAFT; FINALIZE DRAFT	0.75	675	506.25
12/17/21	RE	CONFER W ND RE MERLIN ENTERPRISES; REVIEW CORRESPONDENCE FROM MERLIN; EDIT COMPLAINT TO DELETE MERLIN; FINALIZE	0.60	675	405.00
12/17/21	RE	REVIEW & FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN SD SUP. CT.	0.75	675	506.25
12/17/21	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	4.00	675	2,700.00
12/17/21	RE	[PAGA] DRAFT SUMMONS AND CIVIL CASE COVER SHEET	0.50	675	337.50
12/17/21	ND	REVIEW PAGA NOTICE. REVIEW AND REVISE PAGA ONLY COMPLAINT. DISCUSS WITH R. EHMANN.	1.40	850	1,190.00
12/20/21	RE	RESEARCH RE LEGOLAND LOCATIONS; EMAIL TO AJ RE VENUE RE PAGA ONLY ACTION	0.70	675	472.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
12/20/21	RE	REVIEW COURT-RETURNED DOCUMENTS; REVIEW DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.50	675	337.50
12/20/21	RE	REVIEW PAGA ONLY COMPLAINT DRAFT; REVISE; REVIEW PAGA ONLY COMPLAINT PACKAGE; FILE IN SD SUP. CT.	1.25	675	843.75
12/21/21	RE	[PAGA] REVIEW COURT RETURNED DOCUMENTS; REVIEW DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.50	675	337.50
12/21/21	RE	PROVIDE NOTICE TO LWDA OF PAGA FILING; UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	675	270.00
12/22/21 15	KN	REVIEW FILED COMPLAINT AND COURT NOTICES; REVIEW STATUS AND EMAILS RE SERVICE AND VENUE; RESPOND	0.60	950	570.00
01/15/22	ND	REVIEW CAL. LAB. CODE SECTION 204 LATE PAYMENT OF WAGE CLAIMS. ANALYZE PAY STUBS. LEGAL RESRAECH REGARDING THE SAME. STATUS UPDATE TO PLAINTIFF STEELE.	2.20	850	1,870.00
02/02/22	RE	[CLASS] PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT SUMMONS, COMPLAINT ETC. FOR SERVICE VIA KNOX	0.75	675	506.25
02/02/22	RE	[PAGA] PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; SEND OUT SUMMONS, COMPLAINT ETC. FOR SERVICE VIA KNOX	0.60	675	405.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/09/22	RE	[CLASS] FILE PROOF OF SERVICE OF SUMMONS; MEMO TO FIRM RE POST-SERVICE WRITTEN DISCOVERY COMMENCEMENT	0.50	675	337.50
02/09/22	RE	[PAGA] FILE PROOF OF SERVICE OF SUMMONS; MEMO TO FIRM RE POST-SERVICE WRITTEN DISCOVERY COMMENCEMENT	0.50	675	337.50
02/16/22	ASC	DRAF DISCOVERY REQUESTS (RFA, RFP, SROGS, FROGS, DEPO NOTICES), STIP AND PROTECTIVE ORDER, AND BW NOTICE FOR PAGA AND CLASS CASES	2.00	250	500.00
02/17/22	ASC	EDIT DISCOVERY SHELLS	0.50	250	125.00
03/01/22 10	VR	DRAFT WRITTEN DISCOVERY; REVIEW COMPLAINT AND CASE NOTES; REVIEW DOCUMENTS; REVIEW COURT'S ORDERS	3.00	750	2,250.00
03/02/22 10	VR	DRAFT WRITTEN DISCOVERY; REVIEW COMPLAINT AND CASE NOTES; REVIEW COURT'S ORDERS; REVIEW STATUS OF SERVICE; ADVISE CTL	4.00	750	3,000.00
03/07/22 15	VR	REVIEW COMPLAINT, CASE NOTES, AND DISCOVERY; REVIEW COURT'S DOCKET; ADVISE CTL	1.50	750	1,125.00
03/09/22 15	VR	REVIEW DEFENDANT'S ANSWER; E-SERVICE ORDER, CORRESPONDENCE, AND STATUS; CORRESPONDENCE TO DEFENDANT	1.00	750	750.00
03/09/22	CL	RECEIPT AND REVIEW ANSWER TO COMPLAINT.	0.20	750	150.00
03/09/22	AJB	REVIEW/ANALYZE DEFENDANT'S ANSWER. REVIEW AND ANALYZE STATUTE OF LIMITATIONS DEFENSES AND BUSINESS AND PROFESSIONS CODE SECTION 17208, LABOR CODE SECTIONS 200.5, 203(B), AND 2699.3, AND CODE OF CIVIL PROCEDURE SECTIONS 337(1), 337A, 338(A), 339(1), 340(A), AND 343. RESEARCH OTHER	5.75	895	5,146.25

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CASES ON PACER DEFENDED BY CAHILL & CAMPITIELLO LLP AND ANALYZE LITIGATION STRATEGY. REVIEW OVERTON V. WALT DISNEY CO, FRLEKIN V. APPLE, AND SECONDARY SOURCES RE: THE SAME CASES TO STRATEGIZE DISCOVERY FOR BAG CHECK CLAIMS IN THE AMUSEMENT PARK CONTEXT. CHECK PROGRESS OF FIRM'S REFERRAL CASE AGAINST DISNEY TO STRATEGIZE POTENTIAL HOOKS USED BY CO-COUNSEL THERE TO EMPLOY IN LITIGATION AGAINST DEFENDANT. CONTINUE DRAFTING DISCOVERY AND OUTLINE OF PMK DEPOSITION QUESTIONS.			
03/10/22 15	KN	REVIEW DEF ANSWER; REVIEW STATUS OF CASE	0.50	950	475.00
03/11/22 15	VR	REVIEW DEFENDANT'S ANSWER; CORRESPONDENCE TO DEF; REVIEW WRITTEN DISCOVERY AND STATUS OF DISCOVERY; ADVISE AR	2.00	750	1,500.00
03/12/22 01	KN	ANALYSIS OF INFORMATION AND RESEARCH FROM AJ CONCERNING DEFENSES AND STRATEGY; PROVIDE INPUT AND ADVISE AJ	1.00	950	950.00
03/14/22 17	VR	REVIEW & REVISE WRITTEN DISCOVERY AND NOTICE OF DEPOSITION OF DEF; REVIEW CORRESPONDENCE; ADVISE ASC	1.70	750	1,275.00
03/14/22	ASC	FINALIZE AND SERVE DISCOVERY VIA EMAIL	1.00	250	250.00
03/21/22 10	VR	DRAFT WRITTEN DISCOVERY; REVIEW COMPLAINT AND CASE NOTES; REIVEW DOCUMENTS; REVIEW COURT'S ORDERS	2.00	750	1,500.00
03/22/22 17	VR	REVIEW & REVISE WRITTEN DISCOVERY; FINALIZE AND SERVE	1.50	750	1,125.00
03/22/22	ASC	DRAFT POS AND SERVE PAGA DISCOVERY	0.50	250	125.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/23/22 15	KN	REVIEW DISCOVERY SERVED BY STAFF; ADVISE STAFF REGARDING AREAS OF INQUIRY	0.50	950	475.00
05/02/22 12	VR	TELEPHONE CONFERENCE WITH DEFENDANT RE CASE, DISCOVERY, MEDIATION; REVIEW COMPLAINT AND CASE NOTES; CORRESPONDENCE TO DEFENDANT; ADVISE AJB AND AGR	2.00	750	1,500.00
05/02/22	AJB	REVIEW DEFENDANT'S RESPONSES TO DISCOVERY REQUESTS FIRST ROUND. CALCULATE ROUGH AMOUNT IN CONTROVERSY BASED ON DISCLOSURE OF CLASS SIZE AND NUMBER OF TERMINATED EMPLOYEES. CONDUCT RESEARCH ONLINE AS TO DISCLOSURE OF USE OF CERIDIAN DAYFORCE PROGRAM AND ANALYZE POTENTIAL LIABILITY ISSUES. BEGIN DRAFTING FOLLOW UP ADDITIONAL WRITTEN DISCOVERY AND CONTINUE DRAFTING QUESTIONS FOR PMK. ANALYZE WAGE STATEMENT/OFF THE CLOCK ISSUES RAISED BY ROG RESPONSE DESCRIBING "AUXILIARY PAY". DRAFT PMK QUESTIONS RE SAME. DRAFT OUTLINE OF DISCOVERY DEFICIENCIES TO DISCUSS W/ THE TEAM.	6.25	895	5,593.75
05/03/22 15	VR	REVIEW DISCOVERY AND STATUS OF DISCOVERY; REVIEW CORRESPONDENCE BETWEEN PARTIES; ADVISE CJ	1.50	750	1,125.00
05/05/22	ASC	MEET WITH VBR RE CANCELING COURT REPORTER FOR SCHEDULED DEPOSITION NOT GOING FORWARD	0.30	250	75.00
05/05/22 15	KN	REVIEW DEFENDANT'S DISCOVERY RESPONSES; REVIEW ANALYSIS FROM AJ REGARDING DEFICIENCIES AND CLAIMS.	2.00	950	1,900.00
05/11/22 06	VR	CORRESPONDENCE TO DEFENDANT RE ALLEGATIONS AND PAGA LETTER; REVIEW PAGA LETTER; ADVISE AJB	2.20	750	1,650.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
05/11/22	AJB	REVIEW PLAINTIFF'S AND DEFENDANT'S CMC STATEMENTS. PREP FOR CMC. CONTINUE DRAFTING ADDITIONAL WRITTEN DISCOVERY AND OUTLINE OF PMK DEPOSITION QUESTIONS. REVIEW NOTES FROM VR AFTER CALL WITH DEF. ANALYZE SEVERANCE AGREEMENT AND SEASONAL WORK ISSUES AS THEY PERTAIN TO AVAILABILITY OF WAITING TIME PENALTIES UNDER LABOR CODE 203, STUDING LABOR CODE 203 AND SECONDARY SOURCES. REVIEW/ANALYZE DEFENSE COUNSEL'S CORR RE PAGA COMPLAINT AND MEDIATION PROPOSAL. ANALYZE SUGGESTION OF MEDIATORS: BRUCE EDWARDS, RITA MILLER, AND JEFF ROSS. DRAFT/SEND RESPONSE TO DEFENSE ATTORNEY. ANALYZE PARTNER'S CORR RE: SERVICE OF PAGA LETTER AND JOINT EMPLOYER ISSUES.	8.00	895	7,160.00
05/12/22	AR	REVIEW FILE AND CORRESPONDENCE FOR STATUS; DRAFT, FILE AND SERVE CASE MANAGEMENT STATEMENT.	1.00	550	550.00
05/13/22 06	VR	CORRESPONDENCE TO DEF RE DISCOVERY; REVIEW DISCOVERY	2.50	750	1,875.00
05/16/22 15	VR	REVIEW CORRESPONDENCE FROM DEF; REVIEW STATUS OF CASE; ADVISE AJB	0.50	750	375.00
05/16/22 15	KN	REVIEW STATUS; REVIEW AJ'S FURTHER ANALYSSI AS TO CLAIMS AND LIABILOTY; REVIEW CORRESPONDENCE RE DISCOVERY AND VR MEMO.	1.00	950	950.00
05/19/22	ASC	DRAFT STIPULATION TO CONSOLIDATE CLASS AND PAGA CASES	1.00	250	250.00
05/23/22	AJB	REVIEW/ANAYZE CORR FROM DEFENSE ATTORNEY RE MEDIATORS BRUCE EDWARDS AND DAVID ROTMAN. CALL CASE MANAGERS OF	4.75	895	4,251.25

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		MEDIATORS. RESEARCH MEDIATOR ROTMAN W/ CALLS TO COLLEAGUES AND USING AVAILABLE ONLINE RESOURCES. DRAFT/SEND CORR TO DEFENSE ATTORNEY TO SELECT MEDIATOR ROTMAN FOR MEDIATION. ANALYZE MEDIATION NEEDS AND BEGIN OUTLINE OF INFORMAL DISCOVERY REQUESTS FOR MEDIATION.			
05/24/22	AR	REVIEW FILE AND TIMELINE FOR STATUS; DRAFT FOLLOW UP CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING DISCOVERY RESPONSES AND MOTION TO COMPEL TIMELINE.	0.60	550	330.00
05/25/22	AR	MULTIPLE CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING STAY ON DISCOVERY AND STIPULATION; DRAFT AND CIRCULATE SUMMARY FOR CALENDARING.	0.50	550	275.00
05/27/22 08	VR	COURT APPEARANCE AT CMC; PREP; FOLLOW UP	1.80	750	1,350.00
05/27/22	ASC	PREPARE AND FILE NOTICE OF POSTING JURY FEES	0.50	250	125.00
06/09/22	AR	REVIEW FILE FOR STATUS REGARDING MEDIATION; MULTIPLE CORRESPONDENCE REGARDING MOTION TO COMPEL AND STIPULATIONS.	0.50	550	275.00
<u>TOTAL BILLED HOURS</u>					
A.J.BHOWMIK		28.75 hr @ 895.00	\$	25,731.25	
ANDREW RONAN		2.60 hr @ 550.00	\$	1,430.00	
ADOLFO SANCHEZ CONTRERAS		5.80 hr @ 250.00	\$	1,450.00	
CHRISTINE LEVU		0.20 hr @ 750.00	\$	150.00	
KYLE NORDREHAUG		11.10 hr @ 950.00	\$	10,545.00	
NICK DEBLOUW		31.90 hr @ 850.00	\$	27,115.00	
RICO EHMANN		19.05 hr @ 675.00	\$	12,858.75	
SCOTT BLUMENTHAL		5.60 hr @ 450.00	\$	2,520.00	
VICTORIA RIVAPALACIO		27.20 hr @ 750.00	\$	20,400.00	
TOTAL PROFESSIONAL SERVICES				132.20	<u>\$102,200.00</u>

COSTS ADVANCED

07/23/21	PAGA FILING FEE	75.00
12/20/21	FILING FEE/ONELEGAL FEE	1,489.69
12/21/21	FILING FEE/ONELEGAL FEE	460.19
02/08/22	MESSENGER - KNOX	115.95
02/08/22	MESSENGER - KNOX	53.95
02/09/22	ONELEGAL/FILING FEE	12.35
02/09/22	ONELEGAL/FILING FEE	12.35
02/11/22	ONELEGAL/FILING FEE	38.86
02/11/22	ONELEGAL/FILING FEE	38.86
05/01/22	LEXIS NEXIS	120.00
05/12/22	FILING FEE FOR CASE MANAGEMENT STATEMENT.	<u>12.87</u>
	TOTAL COSTS ADVANCED	<u>\$ 2,430.07</u>
TOTAL CURRENT CHARGES		<u>\$104,630.07</u>

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 1
Date: 10/25/2023
Due On: 11/24/2023

Sierra Steele
3901 Bedford Avenue
Oceanside, CA 92056

CA2441

Legoland California

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/06/2022	Review/analyze corr from defense attorney re mediator's availability. Draft/send response. Review calendar. Draft/send corr to mediator's office. Review/analyze response. Draft/send corr with additional dates. Review/analyze progress of litigation. Review complaint and client paystubs and analyze claims. Review Ferra v. Loews and authority citing thereto in relation to claims analysis.	5.00	\$895.00	\$4,475.00
Service	06/08/2022	Draft/send corr to mediator and defense counsel to confirm booked date. Advise firm. Adjust calendar. Review client docs and analyze claims - review Augustus v ABM in relation to claims review.	4.00	\$895.00	\$3,580.00
Service	06/08/2022	Review status and correspondence regarding mediation; review analysis from AJ; analyze facts and claims under research from AJ; review mediation confirmation and discuss	2.50	\$950.00	\$2,375.00
Service	07/22/2022	Receive and review mediation confirmation; update exhibit book and mediation data request.	0.70	\$550.00	\$385.00
Service	08/02/2022	Review file for status; draft CMC statement in PAGA action.	1.00	\$550.00	\$550.00
Service	08/02/2022	Bates stamp documents for mediation	0.50	\$250.00	\$125.00
Service	08/04/2022	Draft, revise, finalize, file and serve case management statement.	0.80	\$550.00	\$440.00

Service	08/04/2022	Analyze claims/complaint/docs. Review/approve mediation data request.	2.00	\$895.00	\$1,790.00
Service	08/04/2022	Review CMC statements and status of case; review correspondence re mediation information	0.50	\$950.00	\$475.00
Service	08/17/2022	Review docket for status of CMC; draft follow up correspondence regarding appearance.	0.50	\$550.00	\$275.00
Service	08/18/2022	Status update to Plaintiffs. Review Defendant's location and layout. Analyze off the clock commute claim. Analyze suitable seating claim. Legal research regarding recent court decisions regarding failure to provide seating and off the clock portal to portal claims.	3.00	\$850.00	\$2,550.00
Service	08/19/2022	Prepare for and attend CMC; draft and circulate summary.	1.60	\$550.00	\$880.00
Service	08/19/2022	Review memo from staff; review legal research; analyze issues for claims and procedure	0.50	\$950.00	\$475.00
Service	08/24/2022	Draft stipulations to stay pending mediation for PAGA and Class cases	2.00	\$250.00	\$500.00
Service	08/25/2022	Review file for status; draft stipulation and proposed order to stay action pending mediation in Class action.	1.50	\$550.00	\$825.00
Service	08/25/2022	Review file for status; draft stipulation and proposed order to stay action pending mediation in PAGA action.	1.00	\$550.00	\$550.00
Service	08/26/2022	Revise stipulation in Class action; draft proposed order and circulate to opposing counsel.	0.80	\$550.00	\$440.00
Service	08/26/2022	Revise stipulation in PAGA action; draft proposed order and circulate to opposing counsel.	0.60	\$550.00	\$330.00
Service	08/26/2022	Review stipulations to stay case for mediation. Research company online as to financial ability to pay on news websites.	3.00	\$895.00	\$2,685.00
Service	08/26/2022	Review stipulations to stay	0.30	\$950.00	\$285.00
Service	08/29/2022	Revise protective order and stipulations; multiple follow up correspondence with opposing counsel regarding the same.	1.50	\$550.00	\$825.00
Service	08/29/2022	Update draft of Protective Order	0.50	\$250.00	\$125.00
Service	08/30/2022	Revise protective orders; submit to opposing counsel.	0.60	\$550.00	\$330.00
Service	08/30/2022	Finalize, file and serve stipulations to stay and protective orders in Class and PAGA actions.	1.20	\$550.00	\$660.00
Service	09/01/2022	Review mediation data request; multiple follow up correspondence regarding production.	0.50	\$550.00	\$275.00
Service	09/01/2022	Multiple follow up correspondence with opposing counsel regarding mediation.	0.40	\$550.00	\$220.00

Service	09/12/2022	Review order from Court; draft outline of applicable dates; correspondence with CJ regarding the same.	0.50	\$550.00	\$275.00
Service	09/14/2022	Multiple correspondence regarding additional rep; review file for status and draft summary.	0.50	\$550.00	\$275.00
Service	09/14/2022	Retrieve and review order from Court in PAGA action; draft multiple follow up correspondence.	0.60	\$550.00	\$330.00
Service	09/14/2022	Review and analyze employment file of additional rep. Conference with Plaintiff Wilkinson regarding facts and claims to be added to lawsuit. Analyze mediation documents.	3.00	\$850.00	\$2,550.00
Service	09/15/2022	Review order from Court; draft outline of applicable dates; correspondence with CJ regarding the same.	0.50	\$550.00	\$275.00
Service	09/15/2022	Review Court order; review information from ND regarding new rep; review research from ND	0.50	\$950.00	\$475.00
Service	09/16/2022	Review case file and pay stubs. Draft First Amended Class Action Complaint adding Plaintiff class and individual claims.	2.90	\$850.00	\$2,465.00
Service	09/21/2022	Receive and review correspondence and spreadsheet produced by opposing counsel; correspondence with AB regarding the same.	0.80	\$550.00	\$440.00
Service	09/22/2022	Multiple follow up correspondence regarding sampling of mediation data; review spreadsheet from expert.	0.50	\$550.00	\$275.00
Service	09/25/2022	Review and analyze data produced by Defendant for mediation purposes. Analyze facts and law of claims. Review court docket and case file. Prepare for mediation. Conference with Plaintiff Wilkinson regarding case status and mediation issues. Discuss with partner.	6.30	\$850.00	\$5,355.00
Service	09/26/2022	Multiple follow up correspondence regarding mediation data.	0.30	\$550.00	\$165.00
Service	09/26/2022	Analysis of data and documents produced by Def and information regarding reps; analysis of facts and claims for mediation; discuss.	2.00	\$950.00	\$1,900.00
Service	09/28/2022	Review pay stub exemplars for 226(a) and overtime violations. Analyze Defendant's wage and hour policy docs. Legal research regarding the same. Calls with two Plaintiffs regarding facts for mediation brief, settlement authority and process of mediation.	5.60	\$850.00	\$4,760.00
Service	10/02/2022	Draft mediation brief. Review facts and law.	7.40	\$850.00	\$6,290.00
Service	10/03/2022	Draft mediation brief.	5.00	\$895.00	\$4,475.00
Service	10/03/2022	Review and analyze time punch data for meal break violations. Legal research regarding meal break certification orders. Analyze previous settlement and	4.80	\$850.00	\$4,080.00

		similar claims against Walt Disney. Call Plaintiff Steele to discuss off the clock work tasks. Research and Analyze employer "control" issue.			
Service	10/03/2022	Review research and documents; analysis of issue for mediation; review and revise mediation brief; advise AJ and ND and provide input on claims and strategy for mediation	2.50	\$950.00	\$2,375.00
Service	10/04/2022	Review correspondence for status of mediation data; multiple follow up correspondence with AB and opposing counsel regarding the same.	0.60	\$550.00	\$330.00
Service	10/04/2022	Legal research regarding previous settlements with similar claims and workweeks for mediation valuation. Analyze Defendant's wage and hour policy documents. Review and revise mediation brief.	4.60	\$850.00	\$3,910.00
Service	10/04/2022	Review research from ND regarding other settlements	0.50	\$950.00	\$475.00
Service	10/05/2022	Review "Sierra Steele v. LEGOLAND California LLC - 2018 Employee Policies Manual." Extract exhibits for mediation brief. Draft follow up email to defendant re additional docs. Review/analyze Brinker and its progeny re meal period policy. Review/analyze Ikea and other district court cases re interpretation of Augustus. Draft mediation brief section re on duty breaks. Research glassdoor.com re issue and Law 360 re settlements reached in similar cases. Draft questions for team to ask client.	7.00	\$895.00	\$6,265.00
Service	10/07/2022	Receive and review mediation data response from opposing counsel; follow up correspondence regarding documents.	1.00	\$550.00	\$550.00
Service	10/07/2022	Review sick pay and seating claims with Plaintiffs. Legal research regarding the same. Analyze Cal. Lab Code. 246 opinions and legislative text. Call Plaintiffs. Review similar case that previously settled for release issues.	3.90	\$850.00	\$3,315.00
Service	10/10/2022	Draft mediation brief.	7.00	\$895.00	\$6,265.00
Service	10/12/2022	Review documents for mediation; update Plaintiff production; multiple correspondence with AC regarding the same.	0.80	\$550.00	\$440.00
Service	10/12/2022	Organize and Bates stamp defendant's documents	1.50	\$250.00	\$375.00
Service	10/12/2022	Review mediation documents; work on issues for mediation; review current draft of mediation brief and inserts regarding sick pay and meal / rest claims; advise AJ	2.30	\$950.00	\$2,185.00
Service	10/14/2022	Review docs, analyze re settlement issues. Advise AJ.	2.50	\$995.00	\$2,487.50
Service	10/17/2022	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00

Service	10/18/2022	Review settlement agreement re temps - analyze. Advise AJ.	1.25	\$995.00	\$1,243.75
Service	10/19/2022	Add individual claims to case notes, calculate individual damage, advise AJB	2.60	\$450.00	\$1,170.00
Service	10/19/2022	Review Hoffman settlement papers. Review docket of related case. Analyze case and settlement. Review mediation brief and prep for opening statement at joint session of mediation.	4.00	\$895.00	\$3,580.00
Service	10/19/2022	Review and analyze all mediation materials including brief and exhibits attached thereto. Status update to Plaintiffs regarding mediation progress.	3.60	\$850.00	\$3,060.00
Service	10/19/2022	Review updated case notes and damage valuation; review input from NBB	0.60	\$950.00	\$570.00
Service	10/19/2022	Review final mediation materials; analysis of claims and facts; provide input to AJ; review valuation issues	1.50	\$950.00	\$1,425.00
Service	10/20/2022	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
Service	10/20/2022	Monitor filing and check docket to confirm CMC continued per stipulation	0.20	\$250.00	\$50.00
Service	10/21/2022	Attend mediation	8.00	\$450.00	\$3,600.00
Service	10/21/2022	Prep and appear for mediation.	8.00	\$895.00	\$7,160.00
Service	10/21/2022	Review update regarding results of mediation and issues going forward.	0.30	\$950.00	\$285.00
Service	10/24/2022	Revise and Finalize Stipulation for Leave to File First Amended Complaint.	0.70	\$750.00	\$525.00
Service	10/24/2022	Telephone call to E. Wilkinson re: revisions to First Amended Complaint; Email to E. Wilkinson re: same.	0.80	\$750.00	\$600.00
Service	10/24/2022	Draft First Amended Complaint.	0.80	\$750.00	\$600.00
Service	10/24/2022	Draft stipulation to file FAC	1.00	\$250.00	\$250.00
Service	10/24/2022	Draft discovery set 2, declaration for add'l requests and POS	2.00	\$250.00	\$500.00
Service	10/24/2022	Review mediation notes. Status updates to two Plaintiffs. Analyze off the clock claims. Prepare supplemental discovery.	1.90	\$850.00	\$1,615.00
Service	10/27/2022	Multiple correspondence regarding substituting counsel and status of discovery.	0.40	\$550.00	\$220.00
Service	10/28/2022	Multiple correspondence with CTL and AB regarding additional discovery.	0.50	\$550.00	\$275.00
Service	10/28/2022	Draft stipulation for leave to file FAC; draft proposed	1.30	\$550.00	\$715.00

FAC; finalize redlines and submit to opposing counsel.					
Service	10/28/2022	Draft, finalize, and serve set two discovery requests.	1.50	\$550.00	\$825.00
Service	10/28/2022	Email to J. Dunne re: First Amended Complaint and discovery.	0.30	\$750.00	\$225.00
Service	10/28/2022	Review letter issues, analyze, advise AJ.	2.75	\$995.00	\$2,736.25
Service	10/28/2022	Review file and status of case. Draft/send memo to team re action items. Analyze next steps.	2.00	\$895.00	\$1,790.00
Service	10/28/2022	Update POS template with new info provided by OPC	0.20	\$250.00	\$50.00
Service	10/28/2022	Review status and correspondence regarding discovery plan and additional discovery	0.40	\$950.00	\$380.00
Service	10/29/2022	Review FAC and stipulation	0.50	\$950.00	\$475.00
Service	10/31/2022	[PAGA] Receipt and review Substitution of Attorney.	0.20	\$750.00	\$150.00
Service	10/31/2022	Multiple correspondence regarding substitution of attorney; review docket in Class action; follow up correspondence regarding stipulations and second mediation session.	0.40	\$550.00	\$220.00
Service	11/01/2022	[Class] Email from M. Riley re: notice of substitution of attorney.	0.20	\$750.00	\$150.00
Service	11/01/2022	[PAGA] Email from M. Riley re: notice of substitution of attorney.	0.20	\$750.00	\$150.00
Service	11/01/2022	Review and revise stipulations in Class and PAGA actions; draft correspondence with opposing counsel regarding the same.	1.00	\$550.00	\$550.00
Service	11/01/2022	Update POS with info of new OPC, add documents to the client's file	0.50	\$250.00	\$125.00
Service	11/01/2022	Review emails and substitution of atty	0.25	\$950.00	\$237.50
Service	11/02/2022	Receive and review redlines to stipulation in class and PAGA actions; draft further revisions and return to opposing counsel.	0.80	\$550.00	\$440.00
Service	11/02/2022	Review docs in new rep's file, including wage statements. Analyze wage statement, off the clock, and Ferra claims. Draft mediation brief.	6.00	\$895.00	\$5,370.00
Service	11/04/2022	Review docket for status of stipulation in Class and PAGA; teleconference with AC regarding the same; draft follow up correspondence with opposing counsel.	0.50	\$550.00	\$275.00
Service	11/04/2022	Receive and review revised stipulations; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	11/08/2022	Review notes and arguments from first mediation. Analyze updated data set. Analyze pay statements and	5.00	\$850.00	\$4,250.00

		EE handbook. Calls with two Plaintiffs regarding status and additional facts for 2802 and rest break claims. Legal research and prepare for mediation.			
Service	11/08/2022	Analysis of issues for second mediation; review analysis from ND and discuss.	1.00	\$950.00	\$950.00
Service	11/14/2022	Receipt and review Notice of Rescheduled Status Conference.	0.20	\$750.00	\$150.00
Service	11/15/2022	Review and analyze wage and hour policy documents. Draft mediation brief. Analyze settlement issues. Start to compile exhibits for mediation brief. Review past court orders regarding class certification.	7.00	\$850.00	\$5,950.00
Service	11/16/2022	Review docket for status of filing of stipulation in PAGA action; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	11/18/2022	Prepare for Case Management Conference.	1.30	\$750.00	\$975.00
Service	11/18/2022	Attend Case Management Conference.	0.80	\$750.00	\$600.00
Service	11/21/2022	Telephone call from V. Parti re: meet and confer re: stipulation to continue deadlines and discovery pending mediation due to unsigned stipulations; Email to V. Parti re: same.	0.80	\$750.00	\$600.00
Service	11/21/2022	Receipt and review Answer to Complaint.	0.20	\$750.00	\$150.00
Service	11/29/2022	Analyze Sierra Steele Personnel File 2019-2020 ; analyze Steele-000001-000046 focusing on paystub issues ; review text photos ; research postings from employees on Indeed.com and Glassdoor.com ; draft suppl briefing for joint session and second mediation.	8.00	\$895.00	\$7,160.00
Service	11/30/2022	Review / analyze exposure analysis for the last mediation. Draft/send corr to defense attorney re: data needs for upcoming second mediation. Draft additional argument for joint session / suppl briefing for second mediation.	8.00	\$895.00	\$7,160.00
Service	12/01/2022	Review/analyze corr from defense attorney re: data. Set up call. Review prior produced data/exposure analyses/wage statements and analyze claims - prep for call. Review comparable settlements on Law 360.	5.00	\$895.00	\$4,475.00
Service	12/02/2022	Review docket for status of orders in Class and PAGA actions; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	12/02/2022	Review rest break claims. Legal research regarding class certification and rest break claims. Analyze DLSE opinions regarding on premises requirement. Call Plaintiff Wilkinson to obtain facts.	3.60	\$850.00	\$3,060.00
Service	12/02/2022	Review research and analysis from AJ; provide input; review research from ND; review facts and claims for second mediation	1.00	\$950.00	\$950.00

Service	12/05/2022	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	12/08/2022	Add individual claims to case notes, calculate damages, advise AJB	2.60	\$450.00	\$1,170.00
Service	12/09/2022	Review docs, analyze re settlement issues. Advise AJ	3.00	\$995.00	\$2,985.00
Service	12/09/2022	Review and analyze all mediation materials. Analyze briefs and expert damage and penalty report. Draft MOU for mediation, analyze case demographics. Prepare for mediation.	5.60	\$850.00	\$4,760.00
Service	12/12/2022	Prep and appear for second mediation. Negotiate and finalize MOU. Draft/circulate memo to team re settlement.	12.00	\$895.00	\$10,740.00
Service	12/12/2022	Review memo re second mediation; review MOU; analysis of issues for settlement and approval; advise AJ	1.75	\$950.00	\$1,662.50
Service	12/13/2022	Review/analyze MOU	0.40	\$750.00	\$300.00
Service	12/13/2022	Review MOU, analyze.	1.00	\$995.00	\$995.00
Service	12/13/2022	Review and analyze notes from mediation. Review MOU and terms. Send to two Plaintiffs for signatures. Calls to Plaintiffs to explain terms and answer questions.	1.40	\$850.00	\$1,190.00
Service	12/13/2022	Review mediation notes. Check on status of signing MOU. Review signed MOU. Sign MOU and draft/send corr to Defendant w/ signed MOU and request for signatures of Defendant. Analyze next steps/Court deadlines/Court rules.	3.00	\$895.00	\$2,685.00
Service	12/13/2022	Prep for and have zoom call w/ team leaders. Discuss outcome of mediation / review adherence of best practices and SOPs leading up to mediation and through litigation and discuss next steps.	3.00	\$895.00	\$2,685.00
Service	12/14/2022	Draft Amended PAGA Notice; Discuss settlement with Nick.	1.20	\$750.00	\$900.00
Service	12/14/2022	Review and analyze MOU; discuss with Norm and Nick re: amendments to pleadings.	1.30	\$750.00	\$975.00
Service	12/14/2022	Review and analyze docket and prior stipulation to file FAC sent to opposing counsel in preparation for stipulation.	0.30	\$750.00	\$225.00
Service	12/14/2022	Analyze MOU, final. Advise AJ.	2.75	\$995.00	\$2,736.25
Service	12/14/2022	Review/analyze memo from managing partner, Mr. Norman B. Blumenthal, re: section 16 (a) of the MOU, the LA long form, and work assignments. Review LA model form and analyze how to handle expanding MOU to conformance with LA model form.	3.00	\$895.00	\$2,685.00

Service	12/14/2022	Review MOU and emails; review amended PAGA notice; provide input to CL and ND	0.50	\$950.00	\$475.00
Service	12/15/2022	Discuss matter with NBB for longform drafting; review MOU	0.60	\$750.00	\$450.00
Service	12/15/2022	Prep for and have call w/ defense attorney re: Kullar analysis and data production both in the past and the future. Draft/send follow up corr. Analyze how to proceed.	2.00	\$895.00	\$1,790.00
Service	12/15/2022	Review correspondence and memos from AJ and NBB; analysis of issues for approval and Kullar valuation; provide input to AJ regarding needed information	1.50	\$950.00	\$1,425.00
Service	12/16/2022	Multiple correspondence regarding settlement and approval tasks.	0.30	\$550.00	\$165.00
Service	12/16/2022	Review and outline MOU in advance of drafting amended complaint.	1.20	\$550.00	\$660.00
Service	12/19/2022	Review file and MOU; begin drafting longform settlement agreement	2.50	\$750.00	\$1,875.00
Service	12/19/2022	Review and outline additional claims for amended complaint.	0.70	\$550.00	\$385.00
Service	12/19/2022	Draft first amended consolidated complaint.	2.00	\$550.00	\$1,100.00
Service	12/19/2022	Research court rules and local procedures re notice of settlement	1.00	\$250.00	\$250.00
Service	12/20/2022	Review drafts of amended PAGA letter and FAC. Compare amendments to notes from mediation and mediation brief as to claims that could be alleged with more specificity in amendment. Review memo re CMC and draft filing re notice of settlement. Draft/send corr to team as to changes to be made. Review revised notice of settlement and corr to defense attorney re: same.	3.75	\$895.00	\$3,356.25
Service	12/20/2022	Continue and finish drafting longform settlement agreement; circulate to NBB for review and discuss	2.00	\$750.00	\$1,500.00
Service	12/20/2022	Email form M. Riley re: proposed continuance of CMC.	0.20	\$750.00	\$150.00
Service	12/20/2022	Draft revisions to FACC; follow up correspondence with CTL regarding the same.	0.50	\$550.00	\$275.00
Service	12/20/2022	Draft revised joint status report; submit to opposing counsel.	0.40	\$550.00	\$220.00
Service	12/20/2022	Draft Stip to file FACC	1.00	\$250.00	\$250.00
Service	12/20/2022	Draft joint notice of settlement	1.00	\$250.00	\$250.00
Service	12/20/2022	Finalize notice of settlement (form) and email to AGR for review	0.50	\$250.00	\$125.00

Service	12/21/2022	Teleconference with opposing counsel regarding joint statement and notices of settlement.	0.60	\$550.00	\$330.00
Service	12/21/2022	Draft multiple revisions to joint statement; correspondence with opposing counsel regarding the same.	0.50	\$550.00	\$275.00
Service	12/21/2022	Follow up revisions to joint statement; revise, finalize, file and serve.	0.50	\$550.00	\$275.00
Service	12/21/2022	Review long form, analyze re settlement issues.	2.75	\$995.00	\$2,736.25
Service	12/22/2022	Draft notice of settlement in Class action; submit to opposing counsel for review.	0.60	\$550.00	\$330.00
Service	12/22/2022	Receive and review revisions to notice of settlement in Class action; revise finalize, file and serve.	0.40	\$550.00	\$220.00
Service	12/22/2022	Draft notice of settlement in PAGA action; submit to opposing counsel for review.	0.50	\$550.00	\$275.00
Service	12/22/2022	Receive and review revisions to notice of settlement in PAGA action; revise finalize, file and serve.	0.40	\$550.00	\$220.00
Service	12/22/2022	Review settlement approval issues, analyze. advise KN.	2.00	\$995.00	\$1,990.00
Service	12/22/2022	Draft request for dismissal without prejudice	0.50	\$250.00	\$125.00
Service	12/22/2022	Review settlement issues and discuss with NBB; respond to issues identified by NBB; plan next steps	1.30	\$950.00	\$1,235.00
Service	12/23/2022	Review memo and notes from NBB; check status of items to complete; respond	0.75	\$950.00	\$712.50
Service	12/23/2022	[Class] Revise and finalize Notice of Settlement.	0.90	\$750.00	\$675.00
Service	12/23/2022	[PAGA] Revise and finalize Notice of Settlement.	0.40	\$750.00	\$300.00
Service	12/23/2022	[Class] Revise First Amended Consolidated Class and Representative Action Complaint.	3.60	\$750.00	\$2,700.00
Service	12/23/2022	[Class] Revise Stipulation to Consolidate and for Leave to File First Amended Consolidated Class and Representative Action Complaint.	1.60	\$750.00	\$1,200.00
Service	12/23/2022	Revise Request to Stay Pending Finalization of Long Form Settlement and Preliminary Approval.	0.80	\$750.00	\$600.00
Service	12/23/2022	[Class] Revise and Finalize Request for Dismissal; Discuss with Norm re; same.	0.80	\$750.00	\$600.00
Service	12/28/2022	Review and revise long form. Advise KN,	1.25	\$995.00	\$1,243.75
Service	12/28/2022	Review input from NBB and make notes re settlement issues and checklist	0.75	\$950.00	\$712.50
Service	12/29/2022	Review and revise draft agreement; review Admin	3.75	\$950.00	\$3,562.50

details and estimate					
Service	01/02/2023	Review and revise draft agreement; email draft to Defendant with comments	2.50	\$950.00	\$2,375.00
Service	01/02/2023	Review / outline suggested revisions for class action settlement agreement. Prep to discuss suggestions at meeting.	3.00	\$895.00	\$2,685.00
Service	01/02/2023	Review final long form, analyze, advise KN.	2.25	\$995.00	\$2,238.75
Service	01/02/2023	Review and analyze outline and comments from AJ and NBB; go over checklist and insert items; respond to AJ and NBB; analysis of approval / settlement issues.	2.00	\$950.00	\$1,900.00
Service	01/09/2023	Review and analyze docket regardign Notice of Rescheduled Hearing on Status Conference.	0.30	\$750.00	\$225.00
Service	01/11/2023	Review and revise amended PAGA Notice and draft amended complaint; memo to CL; emails with Def	2.50	\$950.00	\$2,375.00
Service	01/11/2023	Review/analyze/draft suggested changes for: 1. Amended PAGA Notice 2. FACC redline 3. FACC – clean 4. Stipulation for Leave to File the FACC 5. Stipulation to Stay	3.50	\$895.00	\$3,132.50
Service	01/11/2023	Finalize First Amended Consolidated Class and Representative Action compliant; Email to M. Riley for review.	0.80	\$750.00	\$600.00
Service	01/11/2023	Finalize Stipulation to Stay Pending Settlement.	0.40	\$750.00	\$300.00
Service	01/11/2023	Finalize Stipulation to for Leave to File First Amended Consolidated Complaint.	0.80	\$750.00	\$600.00
Service	01/11/2023	Revise Amended PAGA Notice for approval by Defendant.	0.30	\$750.00	\$225.00
Service	01/11/2023	Review issues outlines by AJ; update checklist and work on issues for approval and incorporate AJ's input into process. respond to AJ and CL; monitor progress and status	1.80	\$950.00	\$1,710.00
Service	01/12/2023	Review and analyze Court's Notice re Continuance of Status Conference.	0.30	\$750.00	\$225.00
Service	01/13/2023	Review and analyze Notice of Continued CMC.	0.30	\$750.00	\$225.00
Service	01/25/2023	Review issues and input from NBB; discuss	0.50	\$950.00	\$475.00
Service	01/26/2023	Review Defendant's revisions to draft Agreement; analysis of issues; memo to NBB; review Defendant's comments on amended complaint; memo to staff	2.50	\$950.00	\$2,375.00
Service	01/26/2023	Multiple correspondence regarding amended complaint; review and outline pleadings for status; draft follow up correspondence.	0.70	\$550.00	\$385.00

Service	01/26/2023	Review and analyze defendant's revisions to Amended PAGA notice.	0.40	\$750.00	\$300.00
Service	01/26/2023	Review and analyze defendant's revisions Joint Stipulation to Stay Pending Settlement.	0.40	\$750.00	\$300.00
Service	01/26/2023	Review and analyze defendant's revisions Joint Stipulation to file FACC.	0.30	\$750.00	\$225.00
Service	01/26/2023	Review and analyze defendant's revisions First Amended Consolidated Class and Representative Action Complaint.	0.50	\$750.00	\$375.00
Service	01/26/2023	Email to R. Matthews re: meet and confer re: revisions to stipulation to file FACC, stipulation to stay, Amended PAGA notice and further revisions to FACC.	0.60	\$750.00	\$450.00
Service	01/26/2023	Review revisions to agreement, analyze, advise KN.	3.00	\$995.00	\$2,985.00
Service	01/27/2023	Revise First Amended Class and Representative Action Complaint to include additional causes of action and Defendant's revisions.	3.50	\$750.00	\$2,625.00
Service	01/27/2023	Review revised amended complaint draft; review Defendant's comments; advise CL how to correct further	1.00	\$950.00	\$950.00
Service	01/27/2023	Review and revise Agreement; prepare further redlines to Agreement; email Defendant regarding revisions to agreement	2.50	\$950.00	\$2,375.00
Service	01/27/2023	Revise and finalize Amended PAGA Notice.	0.90	\$750.00	\$675.00
Service	01/27/2023	Further Revise First Amended Consolidated Class and PAGA Action Complaint.	2.30	\$750.00	\$1,725.00
Service	01/30/2023	Review revised FACC; advise CL; review emails	1.00	\$950.00	\$950.00
Service	02/06/2023	Email to M. Riley re: FACC and Amended PAGA notice.	0.30	\$750.00	\$225.00
Service	02/06/2023	Review Defendant's revisions to First Amended Consolidated Class and Representative Action Complaint.	1.10	\$750.00	\$825.00
Service	02/06/2023	Review Defendant's revisions to Amended PAGA Notice.	0.40	\$750.00	\$300.00
Service	02/06/2023	Edit FACC to change from WP to Word	2.00	\$250.00	\$500.00
Service	02/07/2023	Revise First Amended Consolidated Class and PAGA Action Complaint.	1.80	\$250.00	\$450.00
Service	02/07/2023	Revise and Finalize First Amended Consolidated Class and PAGA Action Complaint.	1.40	\$750.00	\$1,050.00
Service	02/08/2023	Revise Amended PAGA Notice.	0.20	\$750.00	\$150.00

Service	02/08/2023	Review Defendant's Revisions to First Amended Consolidated Class and PAGA Action Complaint.	0.20	\$750.00	\$150.00
Service	02/08/2023	Revise First Amended Consolidated Class and PAGA Action Complaint.	0.80	\$750.00	\$600.00
Service	02/08/2023	Fix Amended PAGA notice and save as PDF, email to CTL	0.50	\$250.00	\$125.00
Service	02/08/2023	Review revisions to FAC; review current draft of FAC; advise staff	0.75	\$950.00	\$712.50
Service	02/09/2023	Finalize Amended PAGA notice; Upload to LWDA website.	0.40	\$750.00	\$300.00
Service	02/09/2023	Fix formatting Amended PAGA notice	0.30	\$250.00	\$75.00
Service	02/09/2023	Fix rejected stip (missing exhibit bookmark) and email to CTL for refiling	0.20	\$250.00	\$50.00
Service	02/10/2023	Re-file stip for leave to file FAC (fixed exhibit marks missing) // add courtlink track	0.30	\$250.00	\$75.00
Service	02/13/2023	Outline settlement issues; work on exhibits and review prior Court ruling regarding exhibits; update checklist accordingly.	1.60	\$950.00	\$1,520.00
Service	02/14/2023	Review notice of change of address. Update rolodex. Analyze progress of finalizing settlement and review court deadlines.	1.00	\$895.00	\$895.00
Service	02/15/2023	Email from A. Shirly (Clerk) re: Order Granting Stipulation for Leave to File FACC.	0.20	\$750.00	\$150.00
Service	02/15/2023	Finalize First Amended Consolidated Class and PAGA Complaint.	0.50	\$750.00	\$375.00
Service	02/15/2023	Email to V. Parti re: Order and filed First Amended Consolidated Class and PAGA Complaint; Review and analyze status of case.	0.60	\$750.00	\$450.00
Service	02/15/2023	Review Defendant's further revisions to the Agreement; Review and revise Agreement; email Defendant	2.00	\$950.00	\$1,900.00
Service	02/15/2023	Review and revise draft exhibits to settlement; email Defendant	4.00	\$950.00	\$3,800.00
Service	02/21/2023	Review/analyze Defendant's acceptance of Plaintiff's changes to each of the settlement documents and additional changes/comments.	2.50	\$895.00	\$2,237.50
Service	02/22/2023	Review Defendant's revisions to Agreement and exhibits; revise Agreement and Exhibits for final; email Def; memo to staff	3.75	\$950.00	\$3,562.50
Service	02/22/2023	Review settlement agreement terms for conformity with MOU terms. Send to Plaintiffs for review and signatures. Follow up calls to obtain signatures and	1.30	\$850.00	\$1,105.00

		explain terms.			
Service	02/23/2023	Work on motion for preliminary approval; research for motion; memo to staff; review status of Agreement; email signatures to Defendant	3.25	\$950.00	\$3,087.50
Service	02/24/2023	draft motion for preliminary approval; email Defendant	3.50	\$950.00	\$3,325.00
Service	02/24/2023	Review/analyze draft motion for prelim approval. Compare w/ mediation notes/exhibits/exposure analysis for accuracy.	3.00	\$895.00	\$2,685.00
Service	02/24/2023	call clerk re MPA, left a voicemail // call back from clerk, hearing set 6/30, email KN and CJ re calendar	0.50	\$250.00	\$125.00
Service	02/24/2023	Review analysis from AJ and incorporate notes and analysis into approval outline and motion	1.00	\$950.00	\$950.00
Service	02/28/2023	Update POS re OPC new address	0.20	\$250.00	\$50.00
Service	03/01/2023	[PAGA] Revise Status Conference Statement; Discuss with Randy status of case and settlement.	0.70	\$750.00	\$525.00
Service	03/01/2023	PREPARATION TO DRAFT CASE MANAGEMENT STATEMENT BY COMPREHENSIVE REVIEW OF FILE MATERIALS TO DETERMINE OVERALL CASE STATUS.	1.00	\$675.00	\$675.00
Service	03/01/2023	DRAFT CASE MANAGEMENT STATEMENT.	0.30	\$675.00	\$202.50
Service	03/02/2023	Review/analyze memo from partner re PAGA cmc st - review/analyze PAGA cmc st - analyze potential of processing class settlement in the PAGA only case.	2.00	\$895.00	\$1,790.00
Service	03/02/2023	Finalize, add POS and file/serve P's CMS via One Legal, circulate	0.30	\$250.00	\$75.00
Service	03/06/2023	Review status and CMC statement; memo to staff	0.50	\$950.00	\$475.00
Service	03/06/2023	PREPARATION OF AMENDED CASE MANAGEMENT STATEMENT TO INCORPORATE REQUEST FOR HEARING ON MOTION TO PRELIMINARY APPROVAL OF CLASS SETTLEMENT.	0.30	\$675.00	\$202.50
Service	03/06/2023	work on motion for preliminary approval	1.75	\$950.00	\$1,662.50
Service	03/06/2023	Finalize and filed/serve Amended CMS via one legal, have courtesy copy sent to Dept C-66, circulate	0.50	\$250.00	\$125.00
Service	03/08/2023	Review/analyze memo from partner re setting hearing for approval in PAGA action - analyze next steps to obtain hearing/accomplish tasks in MOU.	2.00	\$895.00	\$1,790.00
Service	03/08/2023	Memo to staff regarding procedure for approval; review status and responses	0.50	\$950.00	\$475.00
Service	03/17/2023	Prepare for and attend CMC in PAGA action; draft and circulate summary.	1.50	\$550.00	\$825.00

Service	03/20/2023	Review file and docket for status of class action; draft case management statement.	1.20	\$550.00	\$660.00
Service	03/22/2023	Revise case management statement; multiple correspondence regarding motion for preliminary approval.	0.40	\$550.00	\$220.00
Service	03/22/2023	Review docket for timing; draft summary correspondence.	0.30	\$550.00	\$165.00
Service	03/22/2023	Teleconference with RH regarding status; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	03/22/2023	Comprehensive review of relevant file materials, including pleadings, orders, settlement documents, correspondence, and docket for both class and PAGA actions; for purpose of determining handling with respect to pending Joint Status Report.	0.40	\$675.00	\$270.00
Service	03/22/2023	Review file and confirm CMS requests earlier date for MPA	0.30	\$250.00	\$75.00
Service	03/23/2023	[PAGA] Finalize Request for Dismissal.	0.50	\$750.00	\$375.00
Service	03/23/2023	Revise, finalize, file and serve case management statement in Class action; draft follow up correspondence.	0.60	\$550.00	\$330.00
Service	03/23/2023	Email CTL re filing Request for Dismissal without Prejudice of entire action, prep draft	0.50	\$250.00	\$125.00
Service	03/23/2023	Review / analyze service copy of Plaintiffs' case management statement. Prep for CMC	2.00	\$895.00	\$1,790.00
Service	03/23/2023	Review CMC statement; advise staff regarding issues to be aware of and to address.	0.50	\$950.00	\$475.00
Service	03/24/2023	Finalize RFD wo P, file and serve via One Legal, circulate	0.50	\$250.00	\$125.00
Service	03/24/2023	Upload c'd FACC to LWDA website, save confirmation email, circulate	0.50	\$250.00	\$125.00
Service	03/30/2023	Send MS Teams link to PM re coverage next week	0.30	\$250.00	\$75.00
Service	04/06/2023	Prepare for Case Management Conference; Review and analyze case file and correspondence in preparation.	0.80	\$750.00	\$600.00
Service	04/07/2023	Attend Case Management Conference.	1.10	\$750.00	\$825.00
Service	04/07/2023	Review/memo re cmc. Adjust calendar w/ new dates. Analyze next steps to finalize settlement. Prep for CMC/prelim app hearing.	2.00	\$895.00	\$1,790.00
Service	04/07/2023	Review status and memo re CMC; update checklist and analyze for next steps in approval process	1.00	\$950.00	\$950.00

Service	04/12/2023	Review file; confer w KN re client declarations in support of preliminary approval/service award request; email to plaintiffs S. Steel and E. Wilkson re declarations	0.50	\$675.00	\$337.50
Service	04/12/2023	Review minute order/memo re cmc from team. Adjust calendar. Analyze next steps.	2.00	\$895.00	\$1,790.00
Service	04/12/2023	Download and circulate CMC minute order 4/7/23	0.30	\$250.00	\$75.00
Service	04/12/2023	Review status and discuss issues re clients and decls with RE	0.50	\$950.00	\$475.00
Service	04/14/2023	Check status of case due to notification from courtlinks, next event MPA on calendar, all good	0.30	\$250.00	\$75.00
Service	05/15/2023	Review file; draft declaration of Sierra Steele re preliminary approval/client service award request; email to client re draft declaration	2.75	\$675.00	\$1,856.25
Service	05/17/2023	Review file; draft declaration of Elijah Wilkinson re preliminary approval/client service award request; email to client re draft declaration	2.00	\$675.00	\$1,350.00
Service	05/18/2023	Review client decls and respond to RE; review additional information provided under Agreement; plan next steps and update checklist	1.00	\$950.00	\$950.00
Service	05/19/2023	Review/analyze decls re class data, lack of conflicts with the administrator and cy pres, and related cases. Check case calendar/ Prep for hearings.	2.00	\$895.00	\$1,790.00
Service	05/31/2023	Review and revise motion for prelim approval; update proposed order; emails with Def	3.50	\$950.00	\$3,325.00
Service	06/01/2023	Draft declaration ISO motion for prelim; prepare exhibits; email Def	3.00	\$950.00	\$2,850.00
Service	06/01/2023	Review/analyze draft supporting declaration for approval.	1.00	\$895.00	\$895.00
Service	06/05/2023	Review Defendant's additional comments on motion; work on motion	1.00	\$950.00	\$950.00
Service	06/05/2023	Review / analyze Defendant's proposed changes to the approval motion's points and authorities and declaration. Analyze team's adherence to court's rules and deadlines.	2.00	\$895.00	\$1,790.00
Service	06/06/2023	Review and revise motion for preliminary approval; prepare exhibits; prepare final motion; file and serve motion; serve LWDA	3.00	\$950.00	\$2,850.00
Service	06/12/2023	Review of relevant file materials and preparation of correspondence to KRN to determine handling of pending case management conference and hearing on motion for preliminary approval of settlement.	0.20	\$675.00	\$135.00

Service	06/30/2023	Court appearance - motion for preliminary approval; prepare for hearing; work on revisions to class notice; email Defendant	1.50	\$950.00	\$1,425.00
Service	06/30/2023	Memo to staff regarding motion hearing and next steps; update checklist	0.50	\$950.00	\$475.00
Service	07/03/2023	Review docket and status; download order; memo to admin; email to Defendant re notice	0.75	\$950.00	\$712.50
Service	07/03/2023	Prepare final revised class notice; email Admin	0.50	\$950.00	\$475.00
Service	07/14/2023	Repeated dockets searches for signed order over the last week	0.50	\$950.00	\$475.00
Service	07/17/2023	Email from K. Hernandez re: administration timeline.	0.20	\$750.00	\$150.00
Service	07/17/2023	Monitor status of signed order granting preliminary approval, call court multiple times and review website	0.40	\$250.00	\$100.00
Service	07/18/2023	Monitor court's website and follow up re Motion for Preliminary Approval	0.20	\$250.00	\$50.00
Service	07/19/2023	Review file; email to client elijah wilkinson re update on preliminary approval hearing	0.30	\$675.00	\$202.50
Service	07/19/2023	Monitor status of order granting MPA, review website and follow up with clerk multiple times	0.50	\$250.00	\$125.00
Service	07/21/2023	Monitor status of order granting MPA, review website and follow up with clerk multiple times	0.50	\$250.00	\$125.00
Service	07/27/2023	FU re Order re Prelim Approval not signed, spoke with the clerk, clerk will FU. Email KN re status	0.40	\$250.00	\$100.00
Service	07/31/2023	Monitor status of signed order granting preliminary approval, call court multiple times and review website	0.40	\$250.00	\$100.00
Service	08/01/2023	Call SDSC civil business office and dept 70 re FU on signed order MPA, no answer, left vm, monitor court's website	0.50	\$250.00	\$125.00
Service	08/04/2023	Review email from Admin; review prelim calculations and respond to Admin	0.50	\$950.00	\$475.00
Service	08/07/2023	Monitor status of signed order granting preliminary approval, order reflected on ROA but not available for download yet, email KN	0.30	\$250.00	\$75.00
Service	08/08/2023	Monitor status of signed order granting preliminary approval, download conformed order and email to KN	0.20	\$250.00	\$50.00
Service	08/08/2023	Review signed preliminary approval order. Update calendar. Analyze next steps / work allocation issues so as to comply with this order of the Court.	2.00	\$895.00	\$1,790.00
Service	08/08/2023	review status and email updates; check for signed order	0.30	\$950.00	\$285.00

Service	08/09/2023	Review/analyze order granting prelim approval. Adjust calendar. Analyze next steps to comply with orders of the Court.	2.00	\$895.00	\$1,790.00
Service	08/09/2023	review signed order; emails staff regarding procedure; email Admin; update checklist	1.00	\$950.00	\$950.00
Service	08/15/2023	Email from M. Riley re preliminary calculations.	0.20	\$750.00	\$150.00
Service	08/15/2023	Email K. Hernandez re: ILYM preliminary calculations.	0.20	\$750.00	\$150.00
Service	08/24/2023	Email from K. Hernandez re: class administration report.	0.20	\$750.00	\$150.00
Service	08/28/2023	Run fees and costs in Clio and Tussman for MFA	0.50	\$250.00	\$125.00
Service	08/30/2023	Draft/revise stip to arbitrate; circulate to defendant for review	0.60	\$750.00	\$450.00
Service	09/04/2023	Review and analyze settlement agreements and preliminary order. Status update to two plaintiffs. Check and review for related litigation against Defendant.	1.20	\$850.00	\$1,020.00
Service	09/05/2023	Review class member correspondence; emails to Admin	0.20	\$950.00	\$190.00
Service	09/05/2023	Review and respond to class members inquiries. Analyze case status.	1.30	\$850.00	\$1,105.00
Service	09/08/2023	Review status; review Admin email and weekly report	0.35	\$950.00	\$332.50
Service	09/08/2023	Review and analyze Settlement Administration Report; Email from G. Manase re: same.	0.30	\$750.00	\$225.00
Service	09/08/2023	class member correspondence; email Administrator	0.30	\$950.00	\$285.00
Service	09/09/2023	Draft Memorandum of Points and Authorities in support of Motion for Final Approval; Review Class Administrator Report ; Review and analyze Settlement Agreement and Preliminary Approval Order.	5.60	\$750.00	\$4,200.00
Service	09/09/2023	Draft Notice of Motion for Final Approval; Review and analyze Preliminary Approval Order in preparation for same.	1.10	\$750.00	\$825.00
Service	09/09/2023	Draft Proof of Service re Motion for Final Approval.	0.40	\$750.00	\$300.00
Service	09/10/2023	Draft Memorandum of Points and Authorities in support of Motion for Fees and Costs.	4.30	\$750.00	\$3,225.00
Service	09/10/2023	Draft Notice of Motion for Fees and Costs; Review and analyze Preliminary Approval Order.	0.80	\$750.00	\$600.00
Service	09/10/2023	Draft Proof of Service re Motion for Fees and Costs.	0.40	\$750.00	\$300.00
Service	09/11/2023	Run fees and costs in Tussman and Clio for MFA	0.30	\$250.00	\$75.00
Service	09/11/2023	Review/analyze note that ILYM received an objection	2.00	\$895.00	\$1,790.00

		form from a class member for this case on 9/7/2023. Analyze impact on timeline / assigning work to handle response.			
Service	09/11/2023	review objection status and issues; analysis for approval issues and review email from AJ regarding objection and timing	1.00	\$950.00	\$950.00
Service	09/12/2023	Review law/secondary sources/internal file for authority to use against objection.	3.00	\$895.00	\$2,685.00
Service	09/14/2023	Review/analyze status report as of 9/14/2023. Analyze progress of finalizing settlement and team's adherence to Court rules.	2.00	\$895.00	\$1,790.00
Service	09/15/2023	review status report and Admin email	0.30	\$950.00	\$285.00
Service	09/19/2023	Review and respond to class members inquiries. Analyze case status.	1.10	\$850.00	\$935.00
Service	09/21/2023	Email form C. Polites re: status report re: class administration report; Review and analyze class administration report.	0.30	\$750.00	\$225.00
Service	09/25/2023	Review file and docket for status of approval hearings; multiple correspondence with CTL regarding the same.	0.80	\$550.00	\$440.00
Service	10/03/2023	Review and respond to class member inquiries. Analyze preliminary approval order. Review appointment of claims administrator	1.30	\$850.00	\$1,105.00
Service	10/04/2023	Review and respond to class members inquiries. Analyze case status.	1.00	\$850.00	\$850.00
Service	10/06/2023	Review status; review Admin email and weekly report	0.30	\$950.00	\$285.00
Service	10/17/2023	Receipt and review Settlement Administrator Status Report.	0.30	\$750.00	\$225.00
Service	10/18/2023	Draft Declaration of N. Blumenthal in support of Motion for Final Approval.	3.80	\$750.00	\$2,850.00
Service	10/18/2023	Review and revise motion for final approval; Work on approval issues and review documents; memo to staff	4.00	\$950.00	\$3,800.00
Service	10/18/2023	Add TOC and TOA to MFA and Att Fees	1.00	\$250.00	\$250.00
Service	10/18/2023	Review and revise draft declaration ISO final approval; make further corrections to memorandum; advise CL; review Admin declaration	2.30	\$950.00	\$2,185.00
Service	10/19/2023	Review and analyze 2802 and PAGA claims. Draft mediation brief. Discuss with partner.	4.90	\$850.00	\$4,165.00
Service	10/19/2023	review analysis from ND and discuss; analysis of issues for approval; update checklist	0.75	\$950.00	\$712.50
Service	10/23/2023	Review defendants comments and proposed revisions	1.50	\$950.00	\$1,425.00

to the motion; work on the motion for final approval					
Service	10/24/2023	Review and revise motion for final approval per comments from the Defendant; research issues; update motion	2.50	\$950.00	\$2,375.00
Service	10/25/2023	Review billing statement; review costs and entries for accuracy; advise staff	1.00	\$950.00	\$950.00
Service	10/25/2023	Review and revise motion for final approval; prepare final proposed order; prepare final declaration and exhibits; prepare final motion; file and serve motion; serve LWDA with motion	4.00	\$950.00	\$3,800.00
Service	10/25/2023	Update time entries and insert final billing items from approval motion	0.50	\$950.00	\$475.00
				Services Subtotal	\$409,560.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	05/31/2022	filing via One Legal	1.00	\$169.35	\$169.35
Expense	07/22/2022	Mediation Fees - David A Rotman	1.00	\$13,250.00	\$13,250.00
Expense	08/04/2022	OneLegal filing fee.	1.00	\$14.93	\$14.93
Expense	09/08/2022	OneLegal filing fee.	1.00	\$35.52	\$35.52
Expense	09/08/2022	OneLegal filing fee.	1.00	\$35.52	\$35.52
Expense	09/14/2022	OneLegal filing fee.	1.00	\$462.79	\$462.79
Expense	09/15/2022	OneLegal filing fee.	1.00	\$35.52	\$35.52
Expense	10/24/2022	Berger Consulting Group.	1.00	\$4,812.50	\$4,812.50
Expense	11/02/2022	Mediation Fees - David Rotman.	1.00	\$13,250.00	\$13,250.00
Expense	11/16/2022	Document retrieval fee.	1.00	\$6.00	\$6.00
Expense	11/30/2022	Lexis Nexis	1.00	\$29.00	\$29.00
Expense	12/15/2022	Berger Consulting	1.00	\$437.50	\$437.50
Expense	12/20/2022	Document retrieval fee.	1.00	\$5.40	\$5.40
Expense	12/21/2022	OneLegal filing fee.	1.00	\$12.87	\$12.87
Expense	01/09/2023	OneLegal filing fee.	1.00	\$12.87	\$12.87
Expense	01/13/2023	Lexis Nexis	1.00	\$242.00	\$242.00
Expense	01/17/2023	OneLegal filing fee.	1.00	\$12.87	\$12.87

Expense	02/02/2023	Lexis Nexis.	1.00	\$242.00	\$242.00
Expense	02/02/2023	Lexis Nexis	1.00	\$887.00	\$887.00
Expense	02/08/2023	One Legal - Stipulation.	1.00	\$13.33	\$13.33
Expense	02/16/2023	One Legal - Stipulation	1.00	\$13.33	\$13.33
Expense	02/18/2023	One Legal - Amended Complaint	1.00	\$13.33	\$13.33
Expense	03/01/2023	Lexis Nexis.	1.00	\$1,984.00	\$1,984.00
Expense	03/01/2023	Lexis Nexis	1.00	\$630.00	\$630.00
Expense	03/02/2023	One Legal -Case Management Statement	1.00	\$15.39	\$15.39
Expense	03/06/2023	One Legal -Case Management Statement	1.00	\$15.39	\$15.39
Expense	03/09/2023	One Legal - Amended Case Management Statement	1.00	\$41.95	\$41.95
Expense	03/23/2023	OneLegal filing fee.	1.00	\$13.33	\$13.33
Expense	04/03/2023	Lexis Nexis	1.00	\$231.00	\$231.00
Expense	05/01/2023	Lexis Nexis	1.00	\$205.00	\$205.00
Expense	06/02/2023	Lexisnexis	1.00	\$209.00	\$209.00
Expense	06/08/2023	Filing fee - one legal - motion for prelim	1.00	\$90.85	\$90.85
Expense	06/09/2023	Filing fee - motion for preliminary app	1.00	\$77.16	\$77.16
Expense	07/03/2023	Lexis Nexis	1.00	\$242.00	\$242.00
Expense	08/02/2023	LexisNexis	1.00	\$286.00	\$286.00
Expense	08/08/2023	Download Order Preliminary Approval from ROA	1.00	\$7.80	\$7.80
Expense	09/01/2023	Lexis Nexis	1.00	\$143.00	\$143.00
Expense	10/02/2023	LexisNexis	1.00	\$220.00	\$220.00
Expense	10/24/2023	Filing fee - motion	1.00	\$60.00	\$60.00
				Expenses Subtotal	\$38,465.50

	Time Keeper	Quantity	Rate	Total
	AJ Bhowmik	139.75	\$895.00	\$125,076.25
	Norm Blumenthal	24.5	\$995.00	\$24,377.50
	Scott Blumenthal	21.2	\$450.00	\$9,540.00
	Nicholas De Blouw	81.7	\$850.00	\$69,445.00
	Ricardo Ehmann	5.55	\$675.00	\$3,746.25

Jeffrey Herman	6.1	\$750.00	\$4,575.00
Randy Hy	2.2	\$675.00	\$1,485.00
Christine LeVu	57.0	\$750.00	\$42,750.00
Kyle Nordrehaug	104.4	\$950.00	\$99,180.00
Andrew Ronan	41.2	\$550.00	\$22,660.00
Adolfo Sanchez Contreras	26.9	\$250.00	\$6,725.00
		Subtotal	\$448,025.50
		Total	\$448,025.50

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	11/24/2023	\$448,025.50	\$0.00	\$448,025.50
			Outstanding Balance	\$448,025.50
			Total Amount Outstanding	\$448,025.50

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

Year	Adjustmt Factor**	Paralegal/ Law Clerk	Years Out of Law School *				
			1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT #6

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (SBN 068687)

2 Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

3 2255 Calle Clara

La Jolla, CA 92037

4 Telephone: (858) 551-1223

Facsimile: (858) 551-1232

5 Attorneys for Plaintiffs

6
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **COUNTY OF SAN DIEGO**

9
10
11 SIERRA STEELE and ELIJAH
12 WILKINSON, on behalf of the State of
13 California, as private attorneys general, and
14 as individuals, on behalf of themselves and
15 on behalf of all persons similarly situated,

16 Plaintiffs,

17 vs.

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

21 Defendants.

) **Case No. 37-2021-00052868-CU-OE-**
) **CTL**
) *(Consolidated with Case No. 7-2021-*
) *00053132-CU-OE-CTL)*

) **DECLARATION OF SIERRA STEELE**
) **IN SUPPORT OF MOTION FOR**
) **PRELIMINARY APPROVAL OF**
) **CLASS SETTLEMENT**

) Hearing Date: June 30, 2023
) Hearing Time: 10:30 a.m.

) Judge: Hon. Carolyn M. Caietti
) Dept: 70

) Action Filed: December 17, 2021
) Trial Date: Not Set

1 I, Sierra Steele, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. I have worked for Defendant Legoland California, LLC (“Legoland”) in California since
10 March of 2019 and have been classified by Legoland as a non-exempt employee during this time
11 period.
12

13 4. I retained the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, who are
14 experienced in both class action & PAGA representative action litigation and claims against
15 employers for violations of the California Labor Code. I have no personal relationship or family
16 ties to my attorneys or any officer of the Court. I am not aware of having any actual or potential
17 conflicts of interest with another member of the class in this case nor am I aware of having any
18 actual or potential conflicts of interest with ILYM, the settlement administrator. I am not aware
19 of any other pending matter or action asserting claims that will be extinguished or adversely
20 affected by this settlement.
21

22 5. I decided to file this class action lawsuit for the benefit of myself and other current
23 and former non-exempt employees who worked for Legoland and be a class representative
24 because I felt that my legal rights as an employee and others like me were violated. For example,
25 from time to time I did not receive duty-free meal and rest breaks because I was required to keep
26 my radio on at all times and be ready to respond immediately to work issues and sometimes I
27

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

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

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

23 8. I understood that being a plaintiff/class representative in this case meant that I
24 was seeking damages not only for myself but also other current and/or former non-exempt
25 employees working for Legoland in California. I felt that this group of employees were not
26 aware of their labor law rights and even if they were they would probably be apprehensive about
27

1 speaking up or even simply because of the time, effort and risk involved in filing a class action
2 lawsuit.

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

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

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

1 12. I have been actively involved with this class action lawsuit performing the duties
2 described above. Although I did not keep time records, I was in regular contact with my
3 attorneys, reviewed court filings, and spent a significant amount of time on the issues presented
4 during the lawsuit and in the settlement process. I estimate that I spent approximately 40-50
5 hours working on this case up until this point. I believe I have been diligent and have done what
6 is expected of a named plaintiff and a proposed class representative to date, and will continue to
7 do so. I have and always will maintain the best interest of the class.
8

9 13. My attorneys explained to me that the settlement process involves a two-step
10 review by the Court to determine whether the settlement is fair before approving the settlement.
11 I know this process also involves notifying all class members of the settlement terms and of their
12 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
13 settlement.
14

15 14. I believe I did the right thing by filing this case on behalf of the class members who,
16 subject to court approval, are in line to receive monetary payments as a result of this case and
17 settlement. This is money they may never have ever gotten if I did not pursue this action on their
18 behalf. I feel significant personal satisfaction to know that I played a role in the class members
19 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
20 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
21 compensation for the work I performed and the risks I undertook.
22

23 15. As part of the settlement it was necessary for me to sign a general release of all
24 claims I may have against Legoland. I believe the Class Representative Service Payment I have
25 requested provides me with some compensation for this agreed release.
26

27 16. I have not entered into any undisclosed agreements nor have I received any
28

1 undisclosed compensation in this case. The only compensation I will receive is whatever amount
2 the Court awards as a service payment, as well as my share as a class member of the settlement
3 fund.
4

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

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

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

14 
15 _____
Sierra Steele (May 17, 2023 23:37 PDT)
16 _____
17 Sierra Steele
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21
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26

EXHIBIT #7

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (SBN 068687)

2 Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

3 2255 Calle Clara

La Jolla, CA 92037

4 Telephone: (858) 551-1223

Facsimile: (858) 551-1232

5 Attorneys for Plaintiffs

6
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **COUNTY OF SAN DIEGO**

9
10
11 SIERRA STEELE and ELIJAH
12 WILKINSON, on behalf of the State of
13 California, as private attorneys general, and
14 as individuals, on behalf of themselves and
15 on behalf of all persons similarly situated,

16 Plaintiffs,

17 vs.

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

21 Defendants.

) **Case No. 37-2021-00052868-CU-OE-**
) **CTL**
) *(Consolidated with Case No. 7-2021-*
) *00053132-CU-OE-CTL)*

) **DECLARATION OF ELIJAH**
) **WILKINSON 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, Elijah Wilkinson, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. I have worked for Defendant Legoland California, LLC (“Legoland”) in California since
10 November of 2018 and have been classified by Legoland as a non-exempt employee during this
11 time period.

12 4. I retained the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, who are
13 experienced in both class action & PAGA representative action litigation and claims against
14 employers for violations of the California Labor Code. I have no personal relationship or family
15 ties to my attorneys or any officer of the Court. I am not aware of having any actual or potential
16 conflicts of interest with another member of the class in this case nor am I aware of having any
17 actual or potential conflicts of interest with ILYM, the settlement administrator. I am not aware
18 of any other pending matter or action asserting claims that will be extinguished or adversely
19 affected by this settlement.
20

21 5. I decided to file this class action lawsuit for the benefit of myself and other current
22 and former non-exempt employees who worked for Legoland and be a class representative
23 because I felt that my legal rights as an employee and others like me were violated. For
24 example, I had to use my personal cell phone for work-related purposes but was not reimbursed
25 by Legoland for the reasonable expenses I incurred by using my cell phone for work-related
26

1 issues. I was required, for example, to download an app on my phone called “When to Work”
2 which was used for scheduling purposes and also used by management to provide employees
3 with necessary communications and policy updates. I would also receive text messages while off
4 the clock from management and felt I was expected to respond promptly. Not only was I not
5 reimbursed for the cell phone expenses I incurred, I was also not paid any wages for the time I
6 spent responding to my supervisors while off the clock when they texted me with work-related
7 issues. I also was not paid for the time I spent undergoing COVID-19 screenings and security
8 checks. Also, from time to time I did not receive compliant meal and rest breaks because, for
9 example, I was required to keep my radio on at all times and be ready to respond immediately to
10 work issues and sometimes I was contacted during my meal or rest breaks which should have
11 been duty-free.
12

13
14 6. I spoke to my attorneys several times and discussed how Legoland implemented its
15 company policies and procedures. I also assisted my attorneys in their investigation into my
16 claims by providing them documents and answering their questions. I reviewed the complaint
17 before it was filed and after it was filed I was given access to an electronic file sharing program
18 that alerted me via email when important documents were filed so that I could review them and
19 keep up with the developments in the case which I understood was one of my duties as a class
20 representative. I would also contact my attorneys from time to time if I had any questions about
21 the case.
22

23 7. Even though this action is in the process of settling, I was and remain prepared to
24 perform all the duties of a class representative. I understand that as a class representative I have
25 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent non-
26 exempt employees who worked for Legoland during the class period. I have understood that as a
27

1 fiduciary, I have a duty to prosecute this action for the benefit of the members of the class and
2 surrender any right to compromise the group action for an individual gain.

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

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

18
19 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
20 kept up to date on important developments by reviewing court filings that were made available to
21 me electronically as I described above.

22
23 11. A mediation took place on October 21, 2022 with David A. Rotman, an
24 experienced mediator of wage and hour class actions. The mediation was not successful in terms
25 of resulting in a settlement. A second mediation with Mr. Rotman occurred on December 12,
26 2022. Following the all-day mediation session, the parties agreed to settle the action based on a

1 mediator's proposal. I communicated with my attorneys regarding the terms of the settlement
2 which was reached between the parties and understood that I was representing absent class
3 members and therefore wanted the best possible result to be obtained for the class and I believe a
4 very positive result was in fact achieved via settlement. I reviewed and signed the Memorandum
5 of Understanding on December 13, 2022 and when the final settlement papers were ready, I
6 closely reviewed the Settlement Agreement which I signed on February 22, 2023.

8 12. I have been actively involved with this class action lawsuit performing the duties
9 described above. Although I did not keep time records, I was in regular contact with my
10 attorneys, reviewed court filings, and spent a significant amount of time on the issues presented
11 during the lawsuit and in the settlement process. I estimate that I spent approximately 30-40
12 hours working on this case up until this point. I believe I have been diligent and have done what
13 is expected of a named plaintiff and a proposed class representative to date, and will continue to
14 do so. I have and always will maintain the best interest of the class.

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

22 14. I believe I did the right thing by filing this case on behalf of the class members who,
23 subject to court approval, are in line to receive monetary payments as a result of this case and
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18 foregoing is true and correct.

19 Executed on May 17, 2023, at Perris, Ca.
20 (city, state)

21 *Elijah Wilkinson*
22 Elijah Wilkinson (May 17, 2023 23:40 PDT)
23 Elijah Wilkinson