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10 **SUPERIOR COURT OF CALIFORNIA**
11 **COUNTY OF SAN DIEGO**

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

16 Plaintiffs,

17 v.

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

21 Defendants.

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

CLASS ACTION

**DECLARATION OF CASSANDRA
POLITES OF ILYM GROUP, INC., IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: November 17, 2023

Time: 10:30 a.m.

Judge: Hon. Carolyn M. Caietti

Dept.: C-70

1 I, Cassandra Polites, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am the
3 Case Manager for ILYM Group, Inc. (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been appointed by the Court to serve as the Administrator for
5 the above-captioned *Steele, et al. v. LEGOLAND California, LLC* matter. I am authorized to make
6 this declaration on behalf of ILYM Group and myself. I have personal knowledge of the facts
7 herein, and, if called upon to testify, I could and would testify competently to such facts.

8 2. ILYM Group has extensive experience in administering class action settlements,
9 including direct mail services, database management, claims processing and settlement fund
10 distribution services for class actions ranging in size from 26 to 4.5 million settlement class
11 members.

12 3. The Court appointed ILYM Group to provide notification services and settlement
13 administration, pursuant to the terms of the Settlement, in the above-referenced Action. Duties
14 performed to date include: (a) printing and mailing the *Notice of Class Action Settlement and*
15 *Hearing Date for Final Court Approval* in English, and Spanish (collectively referred to as “Class
16 Notice”); (b) establishing a website and maintaining an email address and toll-free phone number
17 through which Class Members and Affected Employees can obtain information about the
18 Settlement; (c) receiving and processing requests for exclusion and one objection to the Settlement;
19 (d) resolving Class Members’ disputes over the number of Workweeks worked during the Class
20 period as recorded in Defendant’s records, which was pre-printed on their individualized Class
21 Notice; and (e) calculating individual settlement award amounts. Duties to be performed after
22 Final Approval of the Settlement is granted include: (a) processing and mailing settlement checks;
23 (b) handling tax withholdings as required by the Settlement and the law; (c) preparing, issuing and
24 filing tax returns and other applicable tax forms; (d) handling the distribution of any unclaimed
25 funds pursuant to the terms of the Settlement; and (e) performing other tasks as the Parties mutually
26 agree to and/or the Court orders ILYM Group to perform.

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1 4. On July 3, 2023, ILYM Group received the Court-approved text for the Class
2 Notice from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice, which
3 was approved by the Parties' Counsel and translated into Spanish prior to mailing.

4 5. On July 13, 2023, ILYM Group received the Class Data file from Defense Counsel,
5 which contained the name, employee number, social security number, last known mailing address,
6 last known email address, the number of Workweeks and the number of PAGA Pay Periods for
7 each Settlement Class Member and Affected Employee. The Class Data file was uploaded to our
8 database and checked for duplicates and other possible discrepancies. The Class Data contained a
9 total of 8,179 individuals who worked 329,007 Workweeks and 110,734 PAGA Pay Periods.
10 These 8,179 individuals consist of 8,170 Class Members or which 3,911 are also Affected
11 Employees, and 9 individuals who are Affected Employees but not Class Members.

12 6. As part of the preparation for mailing, all 8,179 names and addresses contained in
13 the Class Data were then processed against the National Change of Address ("NCOA") database,
14 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
15 the mailing addresses of the Class Members and Affected Employees before mailing of the Class
16 Notice. The NCOA contains requested changes of address filed with the USPS. To the extent that
17 an updated address was found in the NCOA database, the updated address was used for the mailing
18 of the Class Notice. To the extent that no updated address was found in the NCOA database, the
19 original address provided in the Class Data was used for the mailing of the Class Notice.

20 7. On August 10, 2023, ILYM mailed the Class Notice via U.S First Class Mail to all
21 8,179 individuals contained in the Class Data. Attached hereto as **Exhibit A** is a true and correct
22 copy of the formatted Class Notice (without individual information for Class Members and
23 Affected Employees).

24 8. As of the date of this declaration, 723 Class Notices were returned to our office as
25 undeliverable. Of the 723 returned Class Notices, 8 were returned with a forwarding address and
26 promptly re-mailed to the forwarding address provided. ILYM Group performed a computerized
27 skip trace on the 715 returned Class Notices that did not have a forwarding address, in an effort to
28 obtain an updated address for purpose of re-mailing the Class Notices. As a result of this skip trace,

1 357 updated addresses were obtained and the Class Notices were promptly re-mailed to those Class
2 Members and Affected Employees, via U.S First Class Mail. In total, as of the date of this
3 declaration, ILYM Group has re-mailed a total of 365 Class Notices.

4 10. As of the date of this declaration, a total of 358 Class Notices have been deemed
5 undeliverable, as no updated address was found notwithstanding the skip tracing.

6 11. As of the date of this declaration, ILYM Group has received 3 valid Requests for
7 Exclusion from Blake Hafner, Megan Nowosad and Michael Millsap. The deadline to request
8 exclusion from the Settlement was October 9, 2023.

9 12. As of the date of this declaration, ILYM Group has received 1 Notice of Objection
10 to the Settlement. Attached hereto as **Exhibit B** is the true and correct copy of the Notice of
11 Objection received from Richard Chmielewski. The deadline to submit a Notice of Objection to
12 the Settlement was October 9, 2023.

13 13. The Net Settlement Amount available to Participating Class Members is estimated
14 to be \$3,680,000.00 and was calculated by subtracting the following amounts from the Gross
15 Settlement Amount (\$6,000,000.00): the requested Class Counsel Fees (\$2,000,000.00); the
16 amount allocated for Class Counsel Litigation Costs and expenses (\$40,000.00); the requested
17 Class Representative Service Payments (\$20,000.00); the requested Administration Expenses
18 (\$60,000.00); the LWDA PAGA Payment (\$150,000.00); and the Individual PAGA Payments
19 (\$50,000.00).

20 14. As of the date of this declaration, there are 8,167 Class Members who did not submit
21 a timely and valid Request for Exclusion and are therefore deemed to be Participating Class
22 Members. These Participating Class Members' Individual Class Payments are allocated on a *pro*
23 *rata* basis using their Workweeks worked during the Class Period.

24 15. The *highest* Individual Class Payment to a Participating Class Member is currently
25 estimated to be approximately \$3,009.26, the *average* Individual Class Payment is currently
26 estimated to be approximately \$450.10, and the *lowest* Individual Class Payment is currently
27 estimated to be approximately \$11.19. These amounts are subject to employee-side taxes and
28 withholdings.

EXHIBIT “A”

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

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

PLEASE READ THIS NOTICE CAREFULLY

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don’t Have to Do Anything to Participate in the Settlement	<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>
You Can Opt out of the Class Aspects of the Settlement but not the PAGA Aspects of the Settlement The Response Deadline is October 9, 2023.	<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>
Participating Class Members Can Object to the Class Aspects of the Settlement but not the PAGA Aspects of the Settlement Written Objections Must be Submitted by the Response Deadline (October 9, 2023)	<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. If you object, that is not the same as an opt-out. See Section B below.</p>

You Can Participate in the Final Approval Hearing

The Court’s Final Approval Hearing is scheduled to take place on November 17, 2023 at 10:30 a.m., at the San Diego County Superior Court in Department 70 before Judge Carolyn Caietti.

You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost) in person or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section G below.

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 P.O. Box 2031, Tustin, California 92781. 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 October 9, 2023 (the “**Response Deadline**”).

MAIL YOUR REQUEST FOR EXCLUSION TO:

ILYM Group, Inc.
P.O. Box 2031, Tustin, California 92781

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 Member 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.

- 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 October 9, 2023 (the “**Response Deadline**”).

MAIL YOUR OBJECTION TO:

ILYM Group, Inc.
P.O. Box 2031, Tustin, California 92781

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. If you object, that is not the same as an opt-out.

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 «Class_Workweeks» 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 \$«Individual_Class_Payment», assuming the Net Settlement Amount is \$3,680,000.00, after the deductions described above. Your Individual PAGA Payment is estimated to be \$«Individual_PAGA_Payment». 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 October 9, 2023.

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 November 17, 2023, at 10:30 a.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.ilymgroup.com/Legoland 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.ilymgroup.com/Legoland, 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.
P.O. Box 2031
Tustin, California 92781
Ph: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

CLASS COUNSEL:

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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”

September 7, 2023

ILYM Group, Inc.

PO Box 2031

Tustin, CA 92781

RE: Sierra Steele, et al v. Legoland California, LLC

Objection to Proposed Settlement

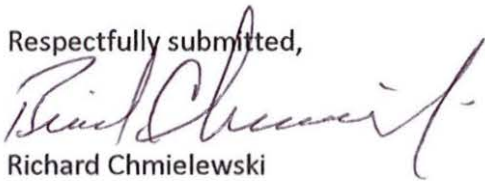
I am a member of the class covered by the proposed settlement as I am and have been an hourly employee of Legoland California for approximately 18 months. I do not wish to be removed from the case; however, I do object to the proposed settlement.

Specifically, I object to the proposed distribution of Class Counsel Fees in the amount of \$2,000,000 fully 1/3 of the proposed settlement. While the proposed fee requested is in the range of typical class action fees, it is at the upper limit of these typical fees. This case is not overly complicated or complex. As such I suggest that the Court consider Class Counsel Fees closer to the lower range typically seen in these types of cases, specifically 25 – 30 % and not 33%.

I note that Class Counsel has requested Litigation Costs as a separate item in the amount of \$40,000 which further supports my contention that this case is not overly complicated. The Court should review these costs and if found reasonable for the amount of work performed, I have no objection to that part of the settlement nor the proposed Administration Expenses of \$60,000 which seem reasonable.

I therefore request that the Class Counsel Fee be set at \$1,500,000 or 25% of the settlement. This should allow each class member, those damaged by LLC to receive close to \$600.

Respectfully submitted,


Richard Chmielewski

7320 San Bartolo Street

Carlsbad, CA 92011

Mr. Richard D. Chmielewski
7230 San Bartolo St
Carlsbad, CA 92011

SAN DIEGO CA 920

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Thinking of
Freedom



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