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*Attorneys for Plaintiff*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES – POMONA COURTHOUSE SOUTH**

LAUREN BRADY, individually, and on  
behalf of other aggrieved employees  
pursuant to the California Private  
Attorneys General Act;

Plaintiff,

vs.

SEIDNER ENTERPRISES, LLC DBA  
BERT'S MEGA MALL, a California  
limited liability company; and DOES 1  
through 100, inclusive,

Defendant.

Case No.: 20PSCV00276

Honorable Gloria White-Brown  
Department J

**DECLARATION OF EDWIN AIWAZIAN IN  
SUPPORT OF PLAINTIFF'S MOTION FOR  
APPROVAL OF PRIVATE ATTORNEYS  
GENERAL ACT (CAL. LABOR CODE § 2698,  
ET SEQ.) SETTLEMENT AGREEMENT AND  
AWARD OF ATTORNEYS' FEES AND  
COSTS, SERVICE AWARD, AND  
SETTLEMENT ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of  
Private Attorneys General Act (Cal. Labor Code §  
2698, *Et Seq.*) Settlement Agreement and Award  
of Attorneys' Fees and Costs, Service Award, and  
Settlement Administration Costs; Declaration of  
Plaintiff (Lauren Brady); and [Proposed] Order  
and Judgment filed concurrently herewith]

Reservation No.: 967312543962305742508266  
Date: April 5, 2021  
Time: 10:00 a.m.  
Department: J

Complaint Filed: April 13, 2020  
Trial Date: None Set

**DECLARATION OF EDWIN AIWAZIAN**

I, Edwin Aiwazian, hereby declare as follows:

1. I am an attorney duly licensed to practice law before all courts of the State of California and all United States District Courts in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiff Lauren Brady ("Plaintiff"). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

**EDUCATION**

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal education and training in dispute resolution and negotiation from the *Straus Institute for Dispute Resolution* as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the *Los Angeles County Superior Court*. In October of 2000, I obtained a Litigation Paralegal Certificate from *UCLA Extension*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

**JUDICIAL EXTERNSHIPS**

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

**LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE**

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately August 2004 to approximately August 2008, I was employed by *Girardi & Keese*.

5. At *Girardi & Keese*, my practice focused on massive class actions and other complex cases involving toxic torts and products liability. In addition, I gained substantial

1 experience on cases involving insurance bad faith, premises liability, and medical negligence.  
2 While employed by *Girardi & Keese*, I argued approximately 100 motions, took or defended  
3 approximately 150 depositions, and prepared dozens of expert witnesses for deposition and/or  
4 trial.

5 6. Since its inception in or around October of 2008, our firm has almost exclusively  
6 focused on the prosecution of consumer and employment representative and class actions,  
7 involving wage-and-hour claims, race discrimination, unfair business practices or consumer  
8 fraud. Currently, we are the attorneys of record in over a dozen employment-related putative  
9 class actions and representative actions in both state and federal courts in the State of California.  
10 Our firm has successfully litigated cases involving the executive, administrative, and other  
11 overtime exemptions to the State of California and federal overtime compensation requirements.  
12 During this relatively short time, in association with other law firms, we have recovered millions  
13 of dollars on behalf of thousands of individuals in California.

14 **EXAMPLES OF REPRESENTATIVE AND CLASS ACTION RESULTS**

15 7. What follows are just a few examples of the type of results we have achieved on  
16 behalf of our clients:

17 a) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-  
18 hour class and representative action against a major property management company involving  
19 allegations of misclassification of various “manager” positions. On September 20, 2010, the  
20 court granted final approval of the class and representative action settlement. The Los Angeles  
21 County Superior Court Case Number is BC400414.

22 b) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-  
23 hour class action against a national retailer involving allegations of misclassification of the  
24 “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of  
25 the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

26 c) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-  
27 hour class and representative action against a national property management company involving  
28 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court

1 granted final approval of the class and representative action settlement. The Los Angeles County  
2 Superior Court Case Number is BC430918.

3 d) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-  
4 hour class action against a national retailer involving allegations of misclassification of the  
5 “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class  
6 certification. On August 26, 2013, the court granted final approval of the class action settlement.  
7 The Los Angeles County Superior Court Case Number is BC424012.

8 e) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-  
9 hour class and representative action against a bank, involving allegations of misclassification of  
10 the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval  
11 of the class and representative action settlement. The Kern County Superior Court Case Number  
12 is S-1500-CV-273194-LHB.

13 f) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-  
14 hour class and representative action against a national wholesale distributor of plumbing and  
15 builder supplies, involving allegations of misclassification of multiple salaried “manager”  
16 positions. On May 22, 2014, the court granted final approval of the class and representative  
17 action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

18 g) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-  
19 hour class action involving allegations of misclassification of the “Operations Manager”  
20 position. On September 16, 2014, the court granted plaintiffs’ motion for class certification.  
21 The Los Angeles County Superior Court Case Number is BC478769.

22 h) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-  
23 hour class and representative action against a national retailer of household items, on behalf of  
24 hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the  
25 class and representative action settlement. The San Francisco County Superior Court Case  
26 Number is CGC-13-532344.

27 i) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-  
28 hour class action involving allegations of misclassification of the salaried residential “Property

1 Manager” position. On September 17, 2015, the court granted plaintiffs’ motion for class  
2 certification. The Los Angeles County Superior Court Case Number is BC474784.

3 j) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-  
4 hour class and representative action against a national retailer of upscale hardware and home  
5 furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final  
6 approval of the class and representative action settlement. The Los Angeles County Superior  
7 Court Case Number is JCCP4794.

8 k) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-  
9 hour class and representative action against a national retailer of apparel and fashion accessories,  
10 on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the  
11 class and representative action settlement. The Los Angeles County Superior Court Case  
12 Number is BC488069.

13 l) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-  
14 hour class action against a national retailer of apparel, accessories, and home products, involving  
15 allegations of misclassification of the “Department Manager” position. On August 12, 2016, the  
16 court granted plaintiffs’ motion for class certification in part and certified a class. The Alameda  
17 County Superior Court Case Number is RG13680477.

18 m) Our firm represented the plaintiff in a representative action under the Private  
19 Attorneys General Act, against a real estate and property management company, on behalf of  
20 non-exempt employees. On November 4, 2016, the Court granted approval of the settlement.  
21 The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

22 n) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-  
23 hour class action against a full-service bank, on behalf of non-exempt employees. On November  
24 18, 2016, the court granted final approval of the class action settlement. The San Francisco  
25 County Superior Court Case Number is CJC-13-004839.

26 o) Our firm represented the plaintiffs in a wage-and-hour class and representative  
27 action against a foodservice distributor, on behalf of non-exempt employees. On January 26,  
28

1 2017, the court granted final approval of the class and representative action settlement. The San  
2 Bernardino County Superior Court Case Number is CIVDS1507260.

3 p) Our firm, on behalf of the plaintiff and respondent in a PAGA representative  
4 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to  
5 the employer's motion to compel arbitration, which resulted in a published opinion by the  
6 California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall*  
7 *Supply*, 9 Cal.App.5th 439 (Cal. App. 4th Dist., Mar. 7, 2017), review denied, cert. denied (U.S.  
8 Supreme Court Docket No. 17-254).

9 q) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-  
10 hour class and representative action against a consumer packaging company, on behalf of non-  
11 exempt employees. On March 10, 2017, the court granted final approval of the class and  
12 representative action settlement. The Los Angeles County Superior Court Case Number is  
13 BC590429.

14 r) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-  
15 hour class action and representative action against a manufacturer of food service industry  
16 supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final  
17 approval of the class and representative action settlement. The Orange County Superior Court  
18 Case Number is 30-2015-00810013-CU-OE-CXC.

19 s) Our firm represented the plaintiff in a wage-and-hour class and representative  
20 action against a property management company, on behalf of non-exempt employees. On June  
21 14, 2017, the court granted final approval of the class and representative action settlement. The  
22 Los Angeles County Superior Court Case Number is BC586234.

23 t) Our firm represented the plaintiffs in a wage-and-hour class action and  
24 representative action against a food company on behalf of non-exempt employees. On June 30,  
25 2017, the court granted final approval of the class and representative action settlement. The  
26 Sacramento County Superior Court Case Number is 34-2015-00175871.

27 u) Our firm represented the plaintiffs in a wage-and-hour class action and  
28 representative action against a chocolate company on behalf of non-exempt employees. On July

1 19, 2017, the court granted final approval of the class and representative action settlement. The  
2 Alameda County Superior Court Case Number is RG15764300.

3 v) Our firm, in association with co-counsel, represented the plaintiff in a wage-and-  
4 hour class action against a container manufacturer, on behalf of non-exempt employees. On  
5 October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare  
6 County Superior Court Case Number is VCU264528.

7 w) Our firm represented the plaintiff in a wage-and-hour class action against a  
8 parking company on behalf of non-exempt employees. On September 3, 2019, the court granted  
9 the plaintiff's motion for class certification and certified a class. The Santa Clara County  
10 Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding  
11 Number is JCCP 4886.

12 x) Our firm, in association with other counsel, on behalf of the plaintiff and  
13 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed  
14 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a  
15 notable decision from the California Supreme Court clarifying the law and finding, in part, that  
16 employer arbitration agreements are unenforceable where they block a PAGA claim from  
17 proceeding, *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).

18 y) Our firm represented the plaintiffs in a wage-and-hour class and representative  
19 action against a bank on behalf of non-exempt employees. On September 27, 2019, the court  
20 granted the plaintiffs' motion for class certification in part and certified a class. The Alameda  
21 County Superior Court Case Number is RG15757606 and the Judicial Council Coordination  
22 Proceeding Number is JCCP 4921.

23 z) Our firm represented the plaintiffs in a wage-and-hour class action and  
24 representative action against a manufacturer of plastic containers on behalf of non-exempt  
25 employees. On October 31, 2017, the court granted final approval of the class and representative  
26 action settlement. The Los Angeles County Superior Court Case Number is BC577233.

27 aa) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-  
28 hour class action and representative action against a property management company on behalf of

hourly-paid and non-exempt employees. On January 4, 2018, the court entered an order granting final approval of the class and representative action settlement. The Los Angeles County Superior Court Case Number is JCCP 4819.

bb) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class action and representative action against a global provider of flexible office space solutions. On February 15, 2018, the court entered an order granting final approval of the class and representative action settlement. The Los Angeles County Superior Court Case Number is BC498401.

cc) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a behavioral health service provider on behalf of non-exempt employees. On November 13, 2018, the court granted final approval of the class and representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

dd) Our firm, in association with co-counsel, represented the plaintiff in a representative action under the Private Attorneys General Act, against a global provider of products and services to the energy industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the Court granted approval of the settlement. The Kern County Superior Court Case Number is S-1500-CV-280215-SDC.

ee) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

ff) Our firm represented the plaintiff in a wage-and-hour class and representative action against a medical equipment supplier on behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

gg) Our firm, in association with other counsel, represented the plaintiff in a wage-and-hour class and PAGA representative action against a large national drug testing laboratory

on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

hh) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a national retailer of sportswear, footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for class certification and certified a class. The Riverside County Superior Court Case Number is RICJCCP4930.

### APPROVAL OF THE PAGA SETTLEMENT

8. Marked and attached hereto as "**EXHIBIT 1**" is the Private Attorneys General Act Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement"), entered into between Plaintiff Lauren Brady ("Plaintiff"), for herself and on behalf of the State of California and other PAGA Employees pursuant to the PAGA, and Defendant Seidner Enterprises, LLC dba Bert's Mega Mall ("Defendant"). The parties have also drafted and agreed to the form and content of a [Proposed] Cover Letter ("Cover Letter") for mailing to PAGA Employees when settlement payments are distributed to them, in substantially the form attached as "Exhibit A" to the [Proposed] Order and Judgment of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, Service Award, and Settlement Administration Costs. Plaintiff's Counsel respectfully requests that the Court approve the proposed Cover Letter.

9. The aggrieved employees covered by the Settlement consist of the following individuals: Plaintiff and all current and former hourly-paid, non-exempt employees who worked for Defendant within the State of California during the Settlement Period ("PAGA Employees").

10. It should also be noted that Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written

1 correspondence on February 6, 2020 sent by U.S. Certified Mail. The LWDA did not respond to  
2 the letter that was sent on behalf of Plaintiff.

3 11. The effectiveness of Plaintiff's Counsel, Lawyers for Justice, PC, in prosecuting  
4 this case has translated into the recovery of a substantial sum of monetary benefits for Plaintiff,  
5 PAGA Employees, and the State of California in the following respects: (1) their recoveries over  
6 a reasonably short period of time as opposed to waiting additional years for the same, or  
7 possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar  
8 representative action settlements of this type; and (3) significant savings in fees and costs which  
9 would have only increased significantly had the case progressed through trial and/or appeals.

10 12. After engaging in formal and informal discovery, the parties participated in  
11 settlement negotiations to try to resolve the lawsuit. These efforts included participating in a  
12 full-day mediation on November 9, 2020 conducted by Steven J. Rottman, Esq., a well-regarded  
13 mediator experienced in mediating complex labor and employment matters. During mediation,  
14 the parties discussed all aspects of the case, including the risks and delays of further litigation,  
15 the risks to the parties of proceeding with trial, the law relating to representative PAGA actions,  
16 wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of  
17 bifurcation of discovery and/or trial and appeals, among other things. During all settlement  
18 discussions, the parties conducted their negotiations at arm's length in an adversarial position.

19 13. Prior to reaching the Settlement, the parties used the pre-mediation time period to  
20 investigate the veracity, strength, and scope of the PAGA claims. Plaintiff's Counsel conducted  
21 significant formal and informal discovery, including propounding written discovery requests on  
22 Defendant (including requests for production of documents, special interrogatories, and form  
23 interrogatories) and noticing the depositions of Defendant's person most knowledgeable  
24 designees, and exchange of a large volume of data and documents with Defendant's counsel.  
25 The documents and data that were reviewed and analyzed by Plaintiff's Counsel included, and  
26 was not limited to, the employment records of Plaintiff, sampling of time and pay data,  
27 Defendant's employee handbook and Employee Acknowledgment Form, agreements, checklists  
28 (including, and not limited to New Hire Orientation Check Off List), internal memoranda,

1 acknowledgments, and Defendant's operations and employment policies (including, and not  
2 limited to rest and meal periods policy, timekeeping policy, off-duty personal appearance, Bert's  
3 dress-code policy, bonus programs, overtime policy, and overtime on bonus pay policy),  
4 practices, and procedures (including, and not limited to the E-Time System for punching in and  
5 out), among other documents. Counsel for the parties undertook significant investigation, and  
6 also invested time reviewing and analyzing relevant documents and data to evaluate Plaintiff's  
7 claims, including, and not limited to, calculating the potential monetary recovery under PAGA.  
8 Other work performed by Plaintiff's Counsel included, but was not limited to: meeting and  
9 conferring with Defendant's counsel regarding the pleadings, discovery, mediation, and  
10 settlement, among other issues; participating in case strategy and analysis; drafting, reviewing,  
11 and revising the mediation brief; and preparing for and attending mediation, and settlement  
12 negotiations.

13 14. Counsel for the parties have further invested time to research the applicable law,  
14 which is constantly evolving as it relates to representative PAGA actions, wage-and-hour  
15 enforcement, Plaintiff's claims, and Defendant's defenses, as well as facts discovered.

16 15. The "Gross Settlement Amount" means the amount of \$315,000.00 that  
17 Defendant will pay under the Settlement. The Settlement Agreement provides that the "PAGA  
18 Penalties" will be the Gross Settlement Amount, less the following amounts: (1) Attorneys' Fees  
19 and Costs, consisting of attorneys' fees in the amount of up to \$126,000.00 and reimbursement  
20 of litigation costs and expenses of up to \$12,000.00, to Plaintiff's Counsel; (2) Settlement  
21 Administration Costs of up to \$6,000.00 to the Settlement Administrator; and (3) Service Award  
22 of up to \$7,500.00 to Plaintiff Lauren Brady. Assuming that Attorneys' Fees and Costs,  
23 Settlement Administration Costs, and Service Award are approved by the Court in these  
24 amounts, the PAGA Penalties is estimated to be approximately \$163,500.00. However,  
25 Plaintiff's Counsel only seeks \$9,994.02 for reimbursement of litigation costs and expenses, so  
26 the PAGA Penalties is currently estimated to be \$165,505.98. The PAGA Penalties will be  
27 distributed to the LWDA and the PAGA Employees, pursuant to California Labor Code section  
28 2699(i). Seventy-five percent (75%) of the PAGA Penalties will be distributed to the LWDA

(i.e., LWDA Payment), which is estimated to be \$124,129.49 and twenty-five percent (25%) of the PAGA Penalties, which is estimated to be \$41,376.49, will be distributed to the PAGA Employees on a *pro rata* basis, based on each PAGA Employee's number of Pay Periods.

16. The parties have agreed to retain Phoenix Settlement Administrators ("Phoenix" or "Settlement Administrator") to handle the administration of the Settlement, and the parties respectfully request that this Court appoint Phoenix to serve as the Settlement Administrator. The Settlement Administration Costs are estimated not to exceed \$6,000.00 and will be paid out of the Gross Settlement Amount, subject to approval by the Court.

17. Based on investigation and information discovered, Plaintiff's Counsel believes that there is sufficient evidence to support the allegations that Defendant violated the California Labor Code. While Plaintiff's Counsel believes that the PAGA claims have merit and that Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are unmanageable and thus not suitable for adjudication as to a group of employees. Thus, Plaintiff faced the risk that the Court may determine that the PAGA claims require individualized inquiries that would render adjudication of the PAGA claims unmanageable or at odds with Defendant's right to due process.

18. Plaintiff and her counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claims, Plaintiff would have to prove the underlying violations of the California Labor Code and demonstrate that PAGA Employees suffered. Plaintiff's core allegation is that Defendant has violated the California Labor Code by failing to pay overtime wages, failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during employment and upon termination of employment, failing to provide

complete and accurate itemized wage statements, failing to keep and maintain complete and accurate payroll records, and failing to reimburse business expenses and costs.

19. From the inception of this litigation, Defendant indicated that it would aggressively litigate this case and contended that it would ultimately succeed in the action. Defendant maintained several defenses to Plaintiff's allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform policy and systematic scheme of wage abuse against its employees, and that it had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code. Defendant further denied, and continues to deny, that the lawsuit is appropriate for representative treatment for any purpose other than the Settlement.

20. Even if Defendant failed on its defenses, Plaintiff would inevitably face other challenges in court. For example, Defendant challenged Plaintiff's standing as an aggrieved employee and denies that any of Defendant's other employees whom Plaintiff seeks to represent are aggrieved. Aside from challenges relating to standing, Defendant would have likely sought bifurcation of discovery and/or trial of the PAGA claims — multiple courts have taken such an approach, for example, limiting discovery or trial of the issues to Plaintiff and/or the specific locations where Plaintiff worked. Defendant also contended that an important feature of the PAGA statute is that a court has discretion to reduce the penalties to be assessed against the employer pursuant to California Labor Code section 2699(e)(1)-(2). Defendant denied and continues to deny that it ever violated any provision of the California Labor Code. Assuming, *arguendo*, that any violations occurred, Defendant argued the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendant also argued that the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem.

21. The parties had the opportunity to review documents and data regarding Plaintiff's and PAGA Employees' employment with Defendant, including, and not limited to, Plaintiff's employment records and wage statements, as well as information regarding Defendant's operations and employment policies, practices, and procedures, in an effort to determine the potential value and strength of the PAGA claims. Counsel for the parties invested time reviewing and analyzing the relevant documents and data, and this information made it possible to calculate the potential value of the PAGA claims. Accordingly, the parties have conducted sufficient investigation and review of information to be sufficiently apprised of the nature and extent of the claims asserted in this case, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have also considered the settlement negotiations and the recommendations of the mediator, Steven J. Rottman, Esq., a well-regarded mediator experienced in mediating complex labor and employment matters. The parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial and/or appeals.

22. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks attorneys' fees in the amount of \$126,000.00, which represents forty percent (40%) of the Gross Settlement Amount, as provided by the Settlement Agreement. This percentage award is commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has achieved for the Plaintiff, the State of California, and PAGA Employees; and (6) the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to this matter.

23. Plaintiff's Counsel has spent a total of **224.60 hours** to obtain a recovery on behalf of Plaintiff, the State of California, and PAGA Employees. Attached hereto as "**EXHIBIT 2**" is a Task and Time Chart that sets forth in detail the breakdown of time for the

requisite tasks performed by Plaintiff's Counsel. These hours include work done by myself and several of the firm's other members.

24. Although a percentage of the fund based on the contingent fee agreed to by Plaintiff is proper for such a settlement, it should be noted that the requested attorneys' fees award is also justified under a simple lodestar analysis. In this instance, based on the hours worked on this matter, and utilizing a reasonable hourly rate of \$575, the total base lodestar of fees for work performed by Plaintiff's Counsel is \$129,145.

25. The work performed in this particular case, the background of our firm, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support a reasonable hourly rate of compensation at the rate of at least \$575 for work performed by Plaintiff's Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$575 per hour for legal services performed, by courts granting final approval in other cases: final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved a higher hourly rate of \$855.96; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved a higher hourly rate of \$831.38; approval of the Private Attorneys General Act settlement in *Roberta Robles v. Altamed Health Services Corporation* (Los Angeles County Superior Court Case No. BC639623) was granted on October 31, 2018, and the award of attorneys' fees involved a higher hourly rate of \$602.22; final approval of the class and representative action settlement in *Samuel Guerra, et al v. Graphic Packaging International, Inc.* (Sacramento County Superior Court Case No. 34-2016-00203789) was granted on June 5, 2018, and the award of attorneys' fees involved a higher hourly rate of \$600; final approval of the class and representative action settlement in *Maryjo Ungerbuhler Anderson v. Boyett Petroleum* (Stanislaus County Superior Court Case No. 2020582) was granted on May 15, 2018, and the award of attorney's fees involved a higher

hourly rate of \$780.77; final approval of the class and representative action settlement in *Elizabeth Ortiz, et al. v. Ghirardelli Chocolate Company* (Alameda County Superior Court Case No. RG15764300) was granted on July 19, 2017, and the award of attorneys' fees involved a higher hourly rate of \$575; final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys' fees involved a higher hourly rate of \$845.64; and final approval of the class and representative action settlement in *Kevin Coonce v. Ferguson Enterprises, Inc.* (Sacramento County Superior Court Case No. 34-2021-00136285) was granted on May 22, 2014, and the award of attorneys' fees involved a higher hourly rate of \$625.

26. The Settlement Agreement provides for reimbursement of litigation costs and expenses in an amount up to \$12,000.00. Plaintiff's Counsel only seeks the amount of \$9,994.02 for the expenses and costs which were incurred, as reflected in the Case Cost Detail attached hereto as "**EXHIBIT 3.**" It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained. Plaintiff's Counsel litigated this case for a year, with the very real possibility of an unsuccessful outcome and no fee recovery of any kind.

27. Plaintiff's Counsel respectfully requests that the Court approve a Service Award to Plaintiff Lauren Brady in the amount of \$7,500.00 to be paid out of the Gross Settlement Amount. The proposed Service Award is fair and appropriate. By initiating and pursuing this case, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort gathering and producing relevant documents and information, providing the facts and evidence necessary to attempt to prove the allegations, speaking with other PAGA Employees about the case, and discussing her employment with her counsel. Plaintiff was available whenever her counsel needed her and actively tried to obtain information that would benefit the prosecution of the case. Accordingly, it is appropriate and just for Plaintiff to receive a Service Award, in addition to the Individual Settlement Payment she will receive as a PAGA Employee, for her

1 services on behalf of the State of California and the other PAGA Employees.

2 28. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA  
3 statute, is within the accepted range of recoveries for this type of litigation, is fair, reasonable,  
4 and adequate, and in the best interests of the State of California and other PAGA Employees  
5 given the substantial monetary benefits provided for by the Settlement, the strengths and  
6 weaknesses of this action, and the inherent delay, costs, risks, and uncertainty associated with  
7 continued litigation.

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

10 Executed this 11th day of March 2021, at Glendale, California.

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# **EXHIBIT 1**

## **PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT**

This Private Attorneys General Act Settlement Agreement (“Agreement,” “Settlement,” and “Settlement Agreement”) is made and entered into by and between Lauren Brady (“Plaintiff”), as an individual and on behalf of PAGA Employees and the State of California, on the one hand, and Seidner Enterprises, LLC dba Bert’s Mega Mall (“Defendant”), on the other hand, to resolve the Action and Released Claims, subject to the terms and conditions hereof and the approval of the Court.

### **I. REPRESENTATIONS AND DEFINITIONS**

1. “Action” means and refers to the civil action filed in the Superior Court of the State of California for the County of Los Angeles, entitled *Brady v. Seidner Enterprises, LLC dba Bert's Mega Mall*, Case No. 20PSCV00276, filed on April 13, 2020.

2. “Counsel for Defendant” means and refers to Lonnie D. Giamela of Fisher & Phillips LLP.

3. “Court” means and refers to the Superior Court of California for the County of Los Angeles.

4. “Defendant” means and refers to Seidner Enterprises, LLC dba Bert’s Mega Mall.

5. “Effective Date” means and refers to the date the Court has signed and entered the Approval Order and Judgment (as defined below).

6. “LWDA” means and refers to the California Labor and Workforce Development Agency.

7. “Operative Complaint” means and refers to: the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., filed on April 13, 2020, to commence the Action.

8. “PAGA” means and refers to the Private Attorneys General Act of 2004, codified at California Labor Code § 2698, *et seq.*

9. “PAGA Employees” or singularly “PAGA Employee” mean and refer to Plaintiff and all current and former non-exempt employees who worked for Defendant within the State of

California during the Settlement Period.

10. “Parties” means and refers to, collectively, Plaintiff and Defendant, and “Party” means and refers to Parties individually.

11. “Pay Periods” means and refers to the total number of pay periods that each PAGA Employee was issued a wage statement by Defendant during the Settlement Period. Each PAGA Employee shall be credited with at least one (1) Pay Period.

12. “Plaintiff” means Lauren Brady.

13. “Plaintiff's Counsel” means and refers to Edwin Aiwazian and Arby Aiwazian of Lawyers *for* Justice, PC.

14. “Released Claims” means and refers to any and all claims for civil penalties under PAGA, California Labor Code Section 2698, *et seq.*, that are based upon or arise from the factual allegations in the Operative Complaint and/or Notice to the LWDA, arising during and/or with respect to period from February 6, 2019 to December 31, 2020. These include, but are not limited to claims for violation of and/or based on California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and Industrial Welfare Commission Wage Orders, and all claims for attorneys’ fees and costs and statutory interest in connection therewith.

15. “Released Parties” means and refers to Defendant and its respective present and former officers, directors, employees, shareholders, agents, trustees, representatives, attorneys, insurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, assigns, and any individual or entity that could be jointly liable with Defendant.

16. “Settlement Administrator” means and refers to Phoenix Settlement Administrators. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

17. “Settlement Period” means the time period from February 6, 2019 through December 31, 2020.

## **II. NATURE OF ACTION**

18. On February 6, 2020, Plaintiff sent a letter to the LWDA and Defendant giving notice of her intent to pursue a representative action pursuant to PAGA, on behalf of herself and the State of California, as well as on behalf of a proposed group of aggrieved employees. This letter is referred to as “Notice to the LWDA.”

19. On April 13, 2020, Plaintiff filed the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and commenced the representative action under PAGA, asserting a single cause of action under PAGA, alleging in part that, Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest periods and associated premium pay, timely pay wages during employment, timely pay wages upon termination, provide compliant wage statement, keep requisite payroll records, and reimburse business expenses.

20. The parties engaged in extensive investigation and exchange of data and documents, as well as private mediation that took place on November 9, 2020 with mediator Steven J. Rottman, Esq., and with the benefit of the mediator’s evaluation, the Parties reached the Settlement described herein.

21. This Settlement relates solely to the PAGA claims on behalf of Plaintiff and the State of California with respect to Plaintiff and all PAGA Employees. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, denies liability for the Released Claims, and further denies that the Action is appropriate for representative treatment for any purpose other than settling this Action. Defendant contends, among other things, that it has complied at all times with the California Labor Code and the related Industrial Welfare Commission Wage Orders, all other state and federal wage laws, and further contends that all of its respective employees were and are paid properly and that the Action is without merit. Defendant has denied and continues to deny each and every material factual allegation and all alleged claims asserted against it in the Action.

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22. Neither the existence of this Settlement nor anything contained in this Settlement shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Nothing herein shall constitute an admission by Defendant that the Action was properly brought as a representative action other than for settlement purposes. Settlement of the Action, the negotiation and execution of this Settlement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement or the settlement of the Action: (a) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendant or of the truth of any of the factual allegations in the Operative Complaint in the Action; (b) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omissions on the part of Defendant in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal; (c) are not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for representative treatment, class certification or administration other than for purposes of administering this Settlement; and (d) shall not constitute or be deemed a waiver of Defendant's right to compel arbitration of any dispute with PAGA Employees that is not the subject of the Released Claims in the Settlement.

23. The Parties recognize that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation.

24. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and is in the best interests of Plaintiff, PAGA Employees, the State of California, and Defendant in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, Plaintiff's Counsel believes that the settlement amount entered into is in the best interests of the PAGA

Employees and the State of California, and fair, reasonable, and adequate given the inherent risk of litigation.

### **III. TERMS OF SETTLEMENT**

In consideration of the mutual covenants, promises and representations set forth in this Settlement, Plaintiff, on behalf of herself, the State of California, and all PAGA Employees, and Defendant agree to settle and compromise the Action and the Released Claims.

#### **The Amount of Settlement.**

25. As consideration for the settlement described herein and the release provided herein, Defendant agrees to pay the total amount of Three Hundred Fifteen Thousand Dollars (\$315,000.00) ("Gross Settlement Amount"). The Gross Settlement Amount will include payments as follows, which Plaintiff will seek approval of from the Court, in conformity with this Agreement:

- a) Payment to Plaintiff in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) ("Service Award"), for her services in the Action;
- b) Payment to the Settlement Administrator in the amount of up to Six Thousand Dollars (\$6,000.00) ("Settlement Administration Costs");
- c) Payment of Attorneys' Fees and Costs to Plaintiff's Counsel, as set forth herein;
- d) The PAGA Penalties to be paid to the LWDA and PAGA Employees, as set forth in herein.

26. For the period February 6, 2019 to September 15, 2020, Defendant provided data reflecting that there are approximately two hundred eighty-five (285) individuals who are PAGA Employees, as defined herein, who worked approximately 6,350 Pay Periods. If it is determined that the Pay Periods from February 6, 2019 to September 15, 2020 exceed 6,985 (10% more than 6,350 Pay Periods), then the Gross Settlement Amount shall increase on a *pro rata* basis by the percentage above 6,985 (e.g., if the Pay Periods through September 15, 2020 exceed 6,350 by 11%, then the Gross Settlement Amount will increase by 1%) .

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**Allocation and Calculation of the PAGA Penalties.**

27. The amount available for distribution to the LWDA and PAGA Employees (“PAGA Penalties”) is the Gross Settlement Amount less the Court-approved Service Award to Plaintiff, Attorneys' Fees and Costs to Plaintiff's Counsel, and Settlement Administration Costs to the Settlement Administrator. Seventy Five Percent (75%) of the PAGA Penalties will be paid to the LWDA (“LWDA Payment”), and Twenty Five Percent (25%) of the PAGA Penalties will be paid to the PAGA Employees (“Employee Amount”), as required by California Labor Code § 2699(i).

28. Each PAGA Employee will receive a *pro rata* portion of the Employee Amount to be calculated as follows: the Employee Amount will be divided by the total number of Pay Periods of all PAGA Employees to yield the “Pay Period Amount,” and then each PAGA Employee’s individual number of Pay Periods will be multiplied by the Pay Period Amount to yield his or her “Individual Settlement Payment.” Individual Settlement Payments shall be paid to PAGA Employees by way of a single check to each PAGA Employee (“Individual Settlement Check”).

**Plaintiff's Counsel's Attorneys' Fees and Costs.**

29. As part of the request for approval of this Settlement, Plaintiff will request that the Court award the following to Plaintiff's Counsel: up to forty percent (40%) of the Gross Settlement Amount, or One Hundred Twenty Six Thousand Dollars (\$126,000.00), for attorneys’ fees and of up to Twelve Thousand Dollars (\$12,000.00) for reimbursement of actual costs and expenses of litigating the Action (together, “Attorneys' Fees and Costs”). The Attorneys' Fees and Costs shall be paid from the Gross Settlement Amount, subject to approval by the Court.

30. Should Plaintiff's Counsel request a lesser amount for attorneys’ fees and costs and/or the Court approve a lesser amount, the difference shall be a part of the PAGA Penalties to be distributed to the LWDA and PAGA Employees as described above.

31. Payment of Attorneys' Fees and Costs will be reflected in a Form 1099 to Plaintiff's Counsel who shall assume full responsibility and liability for the payment of taxes due on such payments. With respect to the Attorneys’ Fees and Costs to Plaintiff’s Counsel, the Settlement

Administrator may purchase an annuity to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Plaintiff's Counsel. Any additional expenses for the purchase of an annuity by the Settlement Administrator shall be paid separately by Plaintiff's Counsel and shall not be included within the Settlement Administrator Costs. Defendant and Defendant's counsel shall not be liable for any expenses associated with the purchase of an annuity by the Settlement Administrator.

**Plaintiff's Service Award.**

32. As part of the request for approval of this Settlement, Plaintiff will request that the Court award her up to \$7,500.00 for her services in representing the State of California and PAGA Employees in the Action (i.e., the Service Award). The Service Award shall be paid from the Gross Settlement Amount, subject to approval by the Court.

33. Should the Court approve a lesser amount for the Service Award than the amount provided herein, the difference shall be a part of the PAGA Penalties to be distributed to the LWDA and PAGA Employees as described above.

34. Payment of the Service Award will be in addition to the Individual Settlement Payment that Plaintiff is entitled to under the Settlement, and the Service Award will also be reflected in a Form 1099 to Plaintiff. Plaintiff shall assume full responsibility and liability for the payment of taxes due on such payment.

**Tax Treatment of Individual Settlement Checks to PAGA Employees.**

35. The Parties agree that Individual Settlement Checks sent to PAGA Employees will be characterized One Hundred Percent (100%) as penalties and Form 1099s will be issued. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiff and PAGA Employees shall be deemed to acknowledge that they have not obtained any tax advice from Defendant, Counsel for Defendant, or Plaintiff's Counsel, and that neither Defendant, Counsel for Defendant, nor Plaintiff's Counsel have made any representation concerning the tax consequences, if any, of any payments made pursuant to this Agreement. To the extent that this Settlement or any its attachment is interpreted to contain or

constitute advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Plaintiff and PAGA Employees are solely responsible for any tax obligations in connection any payments made pursuant to this Agreement.

36. Payment under the Settlement, including and not limited to payments paid to Plaintiff and PAGA Employees pursuant to this Settlement, are not intended to count as earnings by Plaintiff or the PAGA Employees, and will not entitle Plaintiff or PAGA Employees to any additional compensation and/or benefits under any retirement, benefit, bonus, incentive, pension, welfare, and/or any other plan of or sponsored by Defendant.

#### **IV. RELEASE OF CLAIMS**

37. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and each PAGA Employee, shall fully release and forever discharge Released Parties from the Released Claims during the period from February 6, 2019 through December 31, 2020, and the State of California shall fully release and forever discharge Released Parties from the Released Claims as they pertain to Plaintiff and PAGA Employees through approval of the Settlement.

38. General Release for Plaintiff Only. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff also releases any and all demands, damages, debts, liabilities, actions, causes of action and claims of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, which she ever had or now has against the Released Parties arising or accruing at any time prior to the Effective Date. Plaintiff's release provided by this Paragraph includes, and is not limited to: (a) claims arising out of Plaintiff's employment or any other relationship with Defendant or any of the Released Parties, including her separation from employment with Defendant or any of the Released Parties; (b) claims which were or could have been alleged in the Action; (c) claims arising under Defendant's policies, plans, or practices, including promotion, compensation, bonuses, expenses and expense reimbursement or benefits; (d) claims for fraud, breach of express or implied contract or covenant of good faith and fair dealing; (e) claims for harassment, discrimination or violation of public policy; (f) claims for

constructive discharge or wrongful discharge; (g) claims for retaliation; (h) claims for violation of state or federal common law or statutory law, including all claims arising under the California Labor Code, the Fair Labor Standards Act, California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Employee Retirement Income Security Act, the National Labor Relations Act, the Family and Medical Leave Act, the Americans with Disabilities Act, the Sarbanes-Oxley Act of 2002, or other federal, state, or local laws relating to employment or separation from employment or benefits associated with employment or separation from employment; (i) claims for emotional distress, mental anguish, humiliation, personal injury; and (j) claims that may be asserted on Plaintiff's behalf by others. Excluded from this release are claims which cannot be waived or released as a matter of law, including and not limited to, underlying claims for workers' compensation claims.

39. Plaintiff may hereafter discover facts in addition to or different from those which she now knows or believes to be true, but stipulates and agrees that, upon the Effective Date and full funding of the Gross Settlement Amount, she fully, finally, and forever settles and releases any and all claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exists, or heretofore has existed, upon any theory of law or equity and without regard to the subsequent discovery or existence of such different or additional facts. With respect to the release of her individual claims, as set forth in this paragraph, Plaintiff agrees that all of her rights under Section 1542 of the Civil Code of the State of California that are related or in any manner incidental to the matters encompassed by this Agreement are hereby waived. Section 1542 provides as follows:

**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.**

Plaintiff acknowledges that she has read the Agreement and the above Civil Code section, and that Plaintiff fully understands both the Agreement and the Civil Code section. Plaintiff waives any

benefits and rights granted to her pursuant to Civil Code section 1542.

#### **V. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

40. The Parties recognize that Court approval is required in the event of any settlement of a PAGA action, in accordance with California Labor Code § 2699(1)(2), and that a judgment with respect to PAGA action is binding with respect to non-party aggrieved employees upon Court approval, pursuant to California Labor Code § 2699(1) and *Arias v. Superior Ct.* (2009) 46 Cal.4th 969. Parties further recognize that a settlement of a PAGA action is not subject to class action procedural rules, and that PAGA Employees do not have the right to opt out of or otherwise exclude themselves from the Settlement, or object to the Settlement, and upon approval of the Settlement by the Court, all PAGA Employees will have released the Released Parties of and for the Released Claims and PAGA Employees will be entitled to receive payment, in conformity with the Settlement. In order to comply with the requirements of California Labor Code § 2699, promptly upon execution of this Agreement, Plaintiff shall request that the Court approve the Settlement, including and not limited to the PAGA Penalties, Attorneys' Fees and Costs, Service Award, and Settlement Administration Costs, and apply to the Court for the entry of an order approving the Settlement and all of the requested payments and entering judgment ("Approval Order and Judgment"). On the same day that Plaintiff applies to the Court for approval of the Settlement, Plaintiff's Counsel shall submit the Agreement to the LWDA in conformity with California Labor Code § 2699(1)(2).

41. Parties shall submit the Approval Order and Judgment in a jointly-agreed upon format, which shall seek, *inter alia*: (1) entry of judgment of the Action; (2) permanent bar of all PAGA Employees from prosecuting any of the Released Claims released in this Settlement against the Released Parties; and (3) that no individualized notice of entry of the Approval Order and Judgment is required to be provided to the PAGA Employees. Upon entry of the Approval Order and Judgment by the Court, Plaintiff's Counsel shall submit the Approval Order and Judgment to the LWDA in conformity with California Labor Code § 2699(1)(2).

## **VI. DUTIES AFTER COURT APPROVAL AND ADMINISTRATION OF THE SETTLEMENT**

42. Defendant shall compile a list containing the following information regarding each of the PAGA Employees: (1) full name; (2) last known mailing address and telephone number; (3) number of Pay Periods; (4) dates of employment; and (5) Social Security number (“PAGA Employee List”). The PAGA Employee List will be provided to the Settlement Administrator within thirty (30) calendar days after the Effective Date, and will only be used for the sole purpose of mailing notices and payments pursuant to the Settlement.

43. Within forty-five (45) calendar days after the Effective Date, Defendant shall fund the Gross Settlement Amount by way of wire to the account to be established by the Settlement Administrator for purposes of administration of the Settlement (“Settlement Administration Account”). Within sixty (60) calendar days after the Effective Date, the Settlement Administrator shall pay the Court-approved LWDA Payment to the LWDA, Attorneys' Fees and Costs to Plaintiff's Counsel, Service Award to Plaintiff, and Settlement Administration Costs to itself.

44. Within sixty (60) calendar days after the Effective Date, Settlement Administrator shall mail via U.S. First Class mail to each PAGA Employee his or her Individual Settlement Check at the last known address in the PAGA Employee List or a more updated address from the National Change of Address Database. A cover letter (“Cover Letter”), in a mutually-agreed upon form that has been approved by the Court, in substantially the form that is attached hereto as “**Exhibit A**,” will be included in the mailing of each PAGA Employee’s Individual Settlement Check. Together, an Individual Settlement Check that is mailed to a PAGA Employee with the Cover Letter is referred to as a “Payment Packet.” For any Payment Packet that is returned to the Settlement Administrator as undeliverable within ninety (90) calendar days of the original mailing of the Payment Packet, the Settlement Administrator will undertake a skip trace search to locate an alternate, updated address, and re-mail the Payment Packet. The Settlement Administrator will only be required to re-mail the Payment Packet once by way of this process. However, if a PAGA Employee contacts the Settlement Administrator within ninety (90) calendar days of the original

mailing of his or her Payment Packet, and it is feasible for the Settlement Administrator to cancel and re-issue the Individual Settlement Check, then upon the request of the PAGA Employee, the Settlement Administrator shall cancel the original Individual Settlement Check and re-issue an Individual Settlement Check along with the Cover Letter. All Individual Settlement Checks shall remain valid and negotiable up to one hundred and eighty (180) calendar days after the initial mailing of the original Payment Packets to the PAGA Employees, and thereafter, shall be cancelled. If any funds remain in the Settlement Administration Account as a result of cancelled Individual Settlement Checks, such funds shall be transmitted to the State Controller's Office Unclaimed Property Fund in the name of each PAGA Employee whose check is voided. All duties set forth herein shall be included in the Settlement Administration Costs and paid from the Gross Settlement Amount.

45. As soon as practicable after execution of this Settlement, Plaintiff's Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the approval of this Settlement from the Court. Irrespective of whether a PAGA Employee's Individual Settlement Check has been cancelled, he or she will be deemed to be bound to this Settlement, the release provided herein, and the Court's Approval Order and Judgment.

#### **VII. NO PRIOR ASSIGNMENTS**

46. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

#### **VIII. NO ADMISSION**

47. Nothing contained herein nor is the consummation of this Settlement to be construed or deemed an admission with respect to liability, culpability, negligence, or wrongdoing on the part of Defendant, Released Parties, Plaintiff, Plaintiff's Counsel, PAGA Employees, or the LWDA. Each of the Parties hereto has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

## **IX. NULLIFICATION**

48. If the Court should fail to approve the Settlement as agreed upon by the Parties, the Parties shall coordinate efforts to address the Court's questions or concerns and re-apply for the Court's approval of the Settlement. If, after the Parties make a second attempt to obtain approval of the material terms of the Settlement, unless the Parties specifically agree to continue with their coordinated efforts to obtain Court approval, the Court fails to approve the material terms of this Settlement in the form agreed to by the Parties (except for the amount of Attorneys' Fees and Costs requested by Plaintiff's Counsel or the amount of the Service Award), or if the Court's approval of this Settlement is reversed, modified, or declared or rendered void, then: (a) this Settlement shall be considered null and void; (b) neither this Settlement nor any of the related negotiations or proceedings shall be of any force or effect; and (c) all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Settlement, except for the amount of the Service Award and/or Attorneys' Fees and Costs, shall invalidate this Settlement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

## **X. ATTORNEYS' FEES, COSTS AND EXPENSES**

49. Except as specifically set forth herein, each Party shall bear its/his/her own attorneys' fees, costs and expenses, taxable or otherwise, incurred by him/her/it/them arising out of the Action, and shall not seek reimbursement thereof from any other party to this Agreement, unless otherwise specifically stated.

## **XI. CONSTRUCTION**

50. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive arm's-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiff and Defendant regarding the settlement of the Released Claims and that this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding the resolution of the Released Claims.

## **XII. CAPTIONS AND INTERPRETATIONS**

51. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

## **XIII. MODIFICATION**

52. This Settlement may not be changed, altered, waived, or modified, except in writing and signed by counsel for the Parties hereto, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

## **XIV. MISCELLANEOUS**

53. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

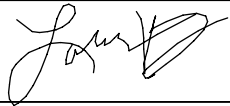
54. This Settlement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties. The counterparts may be executed and/or transmitted electronically or by facsimile.

55. The Parties agree that upon approval by the Court, this Settlement shall be enforceable by the Court, and the Court shall retain exclusive and continuing equity jurisdiction pursuant to California Code of Civil Procedure § 664.6 of this action over all Parties and PAGA Employees to interpret and enforce the terms, conditions, and obligations set forth in this Settlement. The Parties agree that if any immaterial provision of this Settlement is determined to be invalid, the invalid portion shall be deemed severed and the remaining Settlement deemed enforceable.

I HAVE READ THE FOREGOING PROVISIONS AND ACCEPT AND AGREE TO THEM, AND HEREBY EXECUTE THIS AGREEMENT VOLUNTARILY WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

February 03, 2021  
DATED: \_\_\_\_\_

**PLAINTIFF**

Electronically signed 2021-02-03 20:02:11 UTC - 172.115.8.133  
  
AssureSign® 48d17344-285c-4412-8a84-acc401498fe2

LAUREN BRADY

**DEFENDANT**

DATED: \_\_\_\_\_

SEIDNER ENTERPRISES, LLC DBA BERT'S  
MEGA MALL

Name:

Title:

On behalf of Defendant Seidner Enterprises, LLC  
dba Bert's Mega Mall

APPROVED AS TO FORM AND CONTENT:

DATED: 2/3/2021

**LAWYERS FOR JUSTICE, PC**

By:



Edwin Aiwanian

Attorneys for Plaintiff Lauren Brady

DATED: \_\_\_\_\_

**FISHER & PHILLIPS LLP**

By:

\_\_\_\_\_  
Lonnie D. Giamela  
Attorneys for Defendant Seidner Enterprises, LLC  
dba Bert's Mega Mall

**PLAINTIFF**

DATED: \_\_\_\_\_

\_\_\_\_\_  
LAUREN BRADY

**DEFENDANT**

DATED: 2/16/2021

\_\_\_\_\_  
SEIDNER ENTERPRISES, LLC DBA BERT'S  
MEGA MALL

Name:

Title:

On behalf of Defendant Seidner Enterprises, LLC  
dba Bert's Mega Mall

APPROVED AS TO FORM AND CONTENT:

DATED: \_\_\_\_\_

**LAWYERS FOR JUSTICE, PC**

By: \_\_\_\_\_

Edwin Aiwarzian  
Attorneys for Plaintiff Lauren Brady

DATED: 2/16/2021

**FISHER & PHILLIPS LLP**

By: \_\_\_\_\_

\_\_\_\_\_  
Lonnie D. Giamela  
Attorneys for Defendant Seidner Enterprises, LLC  
dba Bert's Mega Mall

**Exhibit A**  
**[PROPOSED] COVER LETTER**

<<Mailing Date>>

To: <<First Name>><<Last Name>>  
<<Address>>  
<<City>> <<State>> <<Zip>>

Re: Individual Settlement Payment from *Brady v. Seidner Enterprises, LLC dba Bert's Mega Mall*  
Los Angeles County Superior Court, Case No. 20PSCV00276

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<**amount of payment**>> (“Individual Settlement Check”). This check is your payment from the settlement of a lawsuit entitled *Brady v. Seidner Enterprises, LLC dba Bert's Mega Mall*, Case No. 20PSCV00276 (“Action”), pending in the Superior Court of California for the County of Los Angeles (“Court”).

The lawsuit was filed by Lauren Brady (“Plaintiff”), a former employee of Seidner Enterprises, LLC dba Bert’s Mega Mall (“Defendant”), on behalf of the State of California with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiff alleged that Defendant violated multiple provisions of the California Labor Code and Industrial Welfare Commission Wage Orders by failing to properly pay minimum and overtime wages, provide compliant meal and rest periods and associated premium pay, timely pay wages during employment, timely pay wages upon termination, provide compliant wage statement, keep requisite payroll records, and reimburse business expenses. Defendant denies these allegations and denies any wrongdoing of any kind associated with these allegations.

A settlement was reached between Plaintiff and Defendant, on behalf of Plaintiff, the State of California, and the following aggrieved employees: all current and former hourly-paid, non-exempt employees who worked for Defendant within the State of California between February 6, 2019 and December 31, 2020 (“PAGA Employees”).

On <<Effective Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California and a portion to be paid to the PAGA Employees. You are receiving a portion of the settlement (the enclosed Individual Settlement Check) because you have been identified as a PAGA Employee. Your Individual Settlement Check is based on the total number of pay periods that you were issued a wage statement by Defendant during the period between February 6, 2019 and December 31, 2020. The Individual Settlement Check is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

By way of the settlement, you are deemed to fully release and forever discharge Released Parties from the Released Claims. The “Released Parties” means Defendant and its respective present and former officers, directors, employees, shareholders, agents, trustees, representatives, attorneys, insurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, assigns, and any individual or entity that could be jointly liable with Defendant. The “Released Claims” means any and all claims for civil penalties under PAGA, California Labor Code Section 2698, *et seq.*, that are based upon or arise from the factual allegations in the Operative Complaint and/or Notice to the LWDA, arising during and/or with respect to the period between February 6, 2019 and December 31, 2020. These include, but are not limited to claims for violation of and/or based on California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and Industrial Welfare Commission Wage Orders, and all claims for attorneys’ fees and costs and statutory interest in connection therewith.

Your Individual Settlement Check is valid for 180 calendar days from the date of issuance, and if you do not cash, deposit, or otherwise negotiate the check within the 180-day timeframe, your Individual Settlement Check will be cancelled and the funds will be transmitted to the State Controller’s Office Unclaimed Property Fund in the name of each PAGA Employee whose check is voided.

**Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement.** If you have any questions concerning the settlement, you may contact the Settlement Administrator at **[INSERT CONTACT INFORMATION]**.

# **EXHIBIT 2**

**ATTORNEY TASK AND TIME CHART**  
***BRADY V. SEIDNER ENTERPRISES, LLC DBA BERT'S MEGA MALL***  
**(LOS ANGELES SUPERIOR COURT CASE NO. 20PSCV00276)**

| TASK                                                                                                                                                                                                                                                        | LAWYERS <i>for</i> JUSTICE, PC |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| <b>Investigation and Research / Due Diligence</b>                                                                                                                                                                                                           |                                |
| Pre-Lawsuit Investigation of the Key Facts with a Focus on the Merits of Plaintiff Lauren Brady's ("Plaintiff") Claims and the Merits of the Claims of the Aggrieved Employees                                                                              | 8                              |
| Pre-Lawsuit Investigation of Potential Penalties Exposure of Defendant Seidner Enterprises, LLC dba Bert's Mega Mall ("Defendant") with Respect to Plaintiff and the Aggrieved Employees                                                                    | 4                              |
| Based on the Facts Discovered During Pre-Lawsuit Investigation, Conducted Pre-Lawsuit Legal Research and Analysis of Latest Off-the-Clock, Meal and Rest Breaks, and Representative PAGA Decisions in California, Including all New Relevant DLSE Materials | 6.50                           |
| Investigation of Defendant, Defendant's Business Relationships, and the Industry in which Defendant Operates                                                                                                                                                | 3                              |
| Investigation of Defendant's Organizational and Corporate Structure, and Executive Reporting Structure as It Relates to the Employment and Management of the Aggrieved Employees                                                                            | 2.75                           |
| Investigation of Defendant's Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity                                                                                           | 2                              |

|                                                                                                                                                                                                                                                                                                                                                                      |      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| Analysis of Competitors in Various Relevant Geographic Areas within which Defendant Operates, and Comparing and Contrasting Defendant's Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendant's Competitors                                                                                                                  | 5.50 |
| Research and Investigation Re: Defendant's Policies, Practices, and Procedures Relating to Timekeeping, Meal/Rest Breaks, Overtime Compensation, Pay Plans and Non-Discretionary Bonus/Incentives/Commissions, On-Call Scheduling, Dress Code, and Reimbursement of Business-Related Expenses                                                                        | 7    |
| Research and Investigation Re: Various Software Programs Defendant Uses to Conduct Everyday Business, Including Timekeeping and Sales Software and/or Systems, with a Focus on What Documents (Both Paper and Electronic) Are Created in the Normal Course of Business Relating to Overtime Worked, Off-the-Clock Time Worked Pre/Post-Shift, and During Meal Breaks | 3    |
| Research and Analysis of Potential Defenses Defendant May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies                                                                                                                                                                                                | 4    |
| Research and Investigation Regarding Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose                                                                                                                                                                                                                           | 3    |
| Research and Analysis of Defendant's Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues                                                                                                                                                                                                                                           | 1    |
| Review and Analysis of Defendant's Written Policies, Practices, and Procedures and Related Documents Regarding Customer Service, Timekeeping, Compensation, On Premises Breaks, Scheduling, and Wage-and-Hour Compliance                                                                                                                                             | 8.50 |
| Prepare a Discovery Strategy Plan of Action, including Topics of Inquiry Important to Liability and Civil Penalties                                                                                                                                                                                                                                                  | 2    |

|                                                                                                                                                                                                                               |      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| Meet and Communicate with Plaintiff Lauren Brady Throughout the Pendency of the Case                                                                                                                                          | 43   |
| <b>Pleadings and Court Filings</b>                                                                                                                                                                                            |      |
| Research and Draft Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Legal Research and Analysis of All Allegations Involved (filed on April 13, 2020) | 7    |
| Review Court's Notice of Case Assignment (filed April 13, 2020)                                                                                                                                                               | 0.10 |
| Review Court's Notice of Management Conference and Order to Show Cause Hearing (filed April 14, 2020)                                                                                                                         | 0.10 |
| Review Defendant's Notice of Appearance (served on May 13, 2020)                                                                                                                                                              | 0.10 |
| Review and Analyze Defendant's Answer to Plaintiff's Unverified Complaint (served on May 27, 2020), and Research Affirmative Defenses in Answer                                                                               | 4    |
| Meet and Confer with Defense Counsel, and Draft Joint Stipulation Re Mediation; [Proposed] Order (submitted on August 13, 2020)                                                                                               | 2.50 |
| Review Defendant's Case Management Statement (served on August 26, 2020)                                                                                                                                                      | 0.10 |
| Review Court's Minute Order (filed on September 10, 2020)                                                                                                                                                                     | 0.10 |
| Meet and Confer with Defense Counsel, and Draft Joint Notice of Settlement and Case Management Conference Statement (filed on November 30, 2020)                                                                              | 1.50 |
| Review Court's Notice Re: Continuance of Hearing and Order (filed on December 4, 2020)                                                                                                                                        | 0.10 |

| <b>Appearances</b>                                                                                                                                                                                                                                                                                   |       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Prepare for and Telephonically Attend Case Management Conference (September 10, 2020)                                                                                                                                                                                                                | 1.25  |
| Prepare for and Telephonically Attend Hearing on Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees, Litigation Costs, Service Award, and Settlement Administration Costs (April 5, 2021) (Anticipated) | 4     |
| <b>Discovery and Deposition</b>                                                                                                                                                                                                                                                                      |       |
| Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Lauren Brady (served on September 18, 2019)                                                                                                                                                      | 0.75  |
| Review and Analyze Documents Produced by Defendant in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Lauren Brady (served on October 9, 2019)                                                                                                                    | 5     |
| Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant (served on May 13, 2020)                                                                           | 4.75  |
| Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (Organizational Structure; July 10, 2020) (served on May 13, 2020)                                                                                                         | 1. 50 |
| Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (Job Duties; July 13, 2020) (served on May 13, 2020)                                                                                                                       | 1.75  |

| <b>Letters and Correspondence</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| Draft Notice to California Labor and Workforce Development Agency re: Claims of Plaintiff Lauren Brady for Penalties Under California Labor Code section 2698, <i>et seq.</i> (“PAGA”) (served on February 6, 2020)                                                                                                                                                                                                                                                                                                                                                                                                                   | 3.75 |
| Meet and Confer with Defense Counsel, and Draft Correspondence to, and Respond to Correspondence from, Defense Counsel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 19   |
| <b>Mediation/Settlement</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |      |
| Review and Analyze Pre-Mediation Documents Produced by Defendant and Prepare Valuation Models, Including, <i>Inter Alia</i> , Calculating PAGA Penalties for Violation Rates for Non-Compliant Meal and Rest Breaks, Unpaid Wages and Premiums, Failure to Timely Pay Wages, and Incomplete or Inaccurate Payroll Records and Wage Statements, and Failure to Reimburse Business Expenses<br>(served on October 19, 2020) <ul style="list-style-type: none"> <li>• Employee Handbook and Policies</li> <li>• Sampling of Employee Time and Attendance Records</li> <li>• Sampling of Employee Earnings and Payroll Records</li> </ul> | 16   |
| Prepare for Mediation Session, Including Researching Merits of Claims, Drafting the Mediation Brief, and Compiling the Mediation Exhibits in Support of Plaintiff’s Mediation Brief (submitted on November 6, 2020)                                                                                                                                                                                                                                                                                                                                                                                                                   | 14   |
| Prepare for and Attend Mediation Session (November 9, 2020; Video Conference)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 11   |
| Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement (fully executed on February 16, 2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 8    |

|                                                                                                                                                                                                                                                                                                                                                                                                                        |        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Coordinate with Settlement Administrator to Monitor Funding, Distribution, and Settlement Administration (Anticipated)                                                                                                                                                                                                                                                                                                 | 4      |
| <b>Law and Motion</b>                                                                                                                                                                                                                                                                                                                                                                                                  |        |
| Research and Draft Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees, Litigation Costs, Service Award, and Settlement Administration Costs, Declaration of Edwin Aiwarzian in Support Thereof, Declaration of Lauren Brady in Support Thereof, and [Proposed] Order and Judgment (filed on March 11, 2021) (Anticipated) | 12.50  |
| <b>Total Hours:</b>                                                                                                                                                                                                                                                                                                                                                                                                    | 224.60 |

# **EXHIBIT 3**

**LAWYERS for JUSTICE PC CASE COST DETAIL**  
**Brady v. Seidner Enterprises (PAGA)**

| <u>Date</u>   | <u>Payee</u>                       | <u>Expense Description</u> | <u>Amount</u>   |
|---------------|------------------------------------|----------------------------|-----------------|
| 4/13/2020     | Legal Document Server, Inc.        | Attorney Service           | 28.93           |
| 4/13/2020     | Los Angeles Superior Court         | Filing Fee                 | 435.00          |
| 5/1/2020      | Legal Document Server, Inc.        | Attorney Service           | 110.00          |
| 5/8/2020      | FedEx Express                      | Courier Service            | 14.26           |
| 5/8/2020      | Legal Document Server, Inc.        | Attorney Service           | 13.70           |
| 5/9/2020      | Legal Document Server, Inc.        | Attorney Service           | 13.70           |
| 5/13/2020     | General Logistics Systems US, Inc. | Courier Service            | 28.66           |
| 7/3/2020      | Steve Rottman                      | Mediation Fee              | 9,000.00        |
| 9/11/2020     | Legal Document Server, Inc.        | Attorney Service           | 11.00           |
| 9/15/2020     | Los Angeles Superior Court         | Remote Hearing Fee         | 15.00           |
| 9/15/2020     | Legal Document Server, Inc.        | Attorney Service           | 11.00           |
| 10/30/2020    | FedEx Express                      | Courier Service            | 48.19           |
| 11/9/2020     | Arby Aiwazian                      | Travel Reimbursement       | 112.53          |
| 12/2/2020     | Legal Document Server, Inc.        | Attorney Service           | 15.20           |
| 1/27/2021     | Los Angeles Superior Court         | Filing Fee                 | 61.65           |
| 3/11/2021     | Legal Document Server, Inc.        | Attorney Service           | 15.20           |
| 3/11/2021     | Los Angeles Superior Court         | Filing Fee                 | 60.00           |
| <b>Total:</b> |                                    |                            | <b>9,994.02</b> |