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**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

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (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's Counsel (Edwin Aiwarzian); and
Declaration of Plaintiff (Lauren Brady) 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

1 This matter has come before the Honorable Gloria White-Brown in Department J of the above-
2 entitled Court, for the County of Los Angeles, located at Pomona Courthouse South, 400 Civic Center Plaza,
3 Pomona, California 91766, on Plaintiff Lauren Brady's ("Plaintiff") Motion for Approval of Private
4 Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement, and Award of Attorneys'
5 Fees and Costs, Service Award, and Settlement Administration Costs. Lawyers for Justice, PC ("Plaintiff's
6 Counsel") appeared for Plaintiff, and Fisher & Phillips LLP appeared for Defendant Seidner Enterprises,
7 LLC dba Bert's Mega Mall ("Defendant").

8 On February 16, 2021, Plaintiff and Defendant (together, the "Parties") executed the Private
9 Attorneys General Act Settlement Agreement ("Settlement," "Settlement Agreement," or "Agreement").

10 The Court has reviewed and considered (1) the Notice of Motion and Motion for Approval of Private
11 Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys'
12 Fees and Costs, Service Award, and Settlement Administration Costs ("Motion for Approval"), (2) the
13 Declaration of Plaintiff's Counsel, (3) the Declaration of Plaintiff, and (4) the Settlement Agreement.

14 Having duly considered the Parties' papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

- 16 1. Plaintiff's Motion for Approval is granted.
- 17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
- 18 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
19 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing
20 the Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the specific
21 provisions of the California Labor Code alleged to have been violated, including, and not limited to, the
22 facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).
- 23 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
24 conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or
25 appear in the above-captioned action ("Action").
- 26 5. The aggrieved employees covered under the Settlement consist of the following individuals:
27 Plaintiff and all current and former non-exempt employees who worked for Defendant
28 within the State of California during the period from February 6, 2019 through December
31, 2020 ("PAGA Employees").

1 6. The Court finds that the Parties reached the Settlement as a result of arm's-length
2 negotiations.

3 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
4 for payment of penalties under PAGA ("PAGA Penalties"), and determines that it is fair, just, reasonable,
5 and adequate. The Court hereby approves the PAGA Penalties. The PAGA Penalties amount shall be the
6 Gross Settlement Amount (\$315,000.00) less the approved Attorneys' Fees and Costs to Plaintiff's Counsel,
7 Settlement Administration Costs to Phoenix Settlement Administrators (the "Settlement Administrator"),
8 and Service Award to Plaintiff. Seventy-five percent (75%) of the PAGA Penalties shall be distributed to
9 the LWDA ("LWDA Payment") and twenty-five percent (25%) of the PAGA Penalties shall be distributed
10 to the PAGA Employees ("Employee Amount") in accordance with this Order and Judgment and the
11 Settlement Agreement.

12 8. The Court has considered the settlement, and the monetary allocations provided thereby, and
13 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Settlement
14 Administrator to administer the settlement and to make the payments as provided for by, and consistent
15 with, this Order and Judgment and the Settlement Agreement.

16 9. The Court approves the payment of \$126,000.00 to Lawyers for Justice, PC for attorneys'
17 fees. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance
18 with this Order and Judgment and the Settlement Agreement.

19 10. The Court approves the payment of \$9,994.02 to Lawyers *for* Justice, PC for reimbursement
20 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Gross Settlement
21 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

22 11. The Court approves payment in the amount of \$7,500.00 to Plaintiff Lauren Brady for her
23 Service Award. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in
24 accordance with this Order and Judgment and the Settlement Agreement.

25 12. The Court approves payment not to exceed \$6,000.00 to the Settlement Administrator for the
26 Settlement Administration Costs. This amount shall be paid from the Gross Settlement Amount and shall
27 be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

1 13. The Parties are directed to perform in accordance with the terms set forth in this Order and
2 Judgment and the Settlement Agreement.

3 14. The Court further finds that notice of the settlement need not be provided to PAGA
4 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,” and the
5 Settlement Administrator shall distribute the Cover Letter to PAGA Employees at the same time that it
6 distributes Individual Settlement Payment checks to PAGA Employees.

7 15. Within thirty (30) calendar days after the Effective Date, Defendant shall provide the
8 Settlement Administrator with a data list containing the full name, last known mailing address, last known
9 telephone number, number of Pay Periods, dates of employment, and Social Security number for each PAGA
10 Employee (“PAGA Employee List”), in accordance with this Order and Judgment and the Settlement
11 Agreement. Within forty-five (45) calendar days after the Effective Date, Defendant shall fund the Gross
12 Settlement Amount by way of wire to the account to be established by the Settlement Administrator for
13 purposes of administration of the Settlement (“Settlement Administration Account”). The Settlement
14 Administrator shall distribute the Individual Settlement Payments to PAGA Employees, LWDA Payment
15 to the LWDA, Service Award to Plaintiff, Attorneys' Fees and Costs to Plaintiff's Counsel, and Settlement
16 Administration Costs to itself, as provided for by this Order and Judgment and the Settlement Agreement,
17 within sixty (60) calendar days after the Effective Date.

18 16. All Individual Settlement Checks that are issued to PAGA Employees shall be valid and
19 negotiable up to one hundred eighty (180) calendar days after the initial mailing of the Payment Packet, and
20 thereafter, shall be cancelled. The funds associated with cancelled Individual Settlement Checks will be
21 transmitted to the State Controller’s Office Unclaimed Property Fund in the name of each PAGA Employee
22 whose check is voided.

23 17. PAGA Employees shall not have the right to opt out of or object to the Settlement. By way
24 of and upon the entry of this Order and Judgment, Plaintiff and each PAGA Employee is deemed to fully
25 release and forever discharge Released Parties from the Released Claims.

26 a. Upon the Effective Date, Plaintiff and each PAGA Employee shall forever fully
27 release and forever discharge Released Parties from any and all claims for civil penalties under PAGA,
28 California Labor Code Section 2698, *et seq.*, that are based upon or arise from the factual allegations in the

1 Operative Complaint and/or Notice to the LWDA, arising during and/or with respect to period from
2 February 6, 2019 to December 31, 2020. These include, but are not limited to claims for violation of and/or
3 based on California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 551, 552, 1174(d), 1194, 1197,
4 1197.1, 1198, 2800, 2802, and Industrial Welfare Commission Wage Orders, and all claims for attorneys'
5 fees and costs and statutory interest in connection therewith.

6 18. No individualized notice of this Order and Judgment is required to be provided to PAGA
7 Employees. This Order and Judgment shall be submitted to the LWDA through the online system
8 established for the filing of notices and documents, in conformity with California Labor Code § 2699(l)(3).

9 Date: _____

Honorable Gloria White-Brown
Judge of the Superior Court

EXHIBIT A

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]**.