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Attorneys for DEFENDANT PYRAMID ENTERPRISES, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

PENNY BREWER, Individually and on
behalf of all similarly-situated employees
of Defendants in the State of California,

Plaintiffs,

v.

PYRAMID ENTERPRISES, INC.; and
Does 1 through 50, inclusive,

Defendants.

Case No.: 37-2020-00028336-CU-OE-CTL

Unlimited Civil - Amount Demanded
Exceeds \$25,000.00

IMAGED FILE

**JOINT STIPULATION RE DISMISSAL OF
CLASS ACTION ALLEGATIONS
WITHOUT PREJUDICE, INDIVIDUAL
CLAIMS WITH PREJUDICE, AND COURT
APPROVAL OF PAGA SETTLEMENT**

Dept: C-67

Judge: Hon. Eddie C. Sturgeon

1 By and through their respective counsel of record, Named Plaintiff Penny Brewer (“Plaintiff”)
2 and Defendant PYRAMID ENTERPRISES, INC. (“Defendant” or “Pyramid”) (“Plaintiff” and
3 “Defendant”) are collectively referred to hereinafter as “Parties”) submit this Joint Stipulation and
4 Proposed Order for this Court’s review and approval of their “Private Attorney General Act (Labor Code
5 §§ 2698 Et Seq.) Settlement Agreement” (“PAGA Claims Settlement”) (Exhibit 1).

6 As a result of diligent discovery and efforts by both Parties in an attempt to seek early resolution
7 of the pending allegations, the Parties have reached a settlement which, if approved by this Court would
8 resolve the entire pending action on behalf of the approximately 54 employees of Defendant during the
9 PAGA period. Subsequent to the filing of the pending claims, Defendant presented Plaintiff with an
10 arbitration agreement and class waiver that applies to this action and prevents the litigation of the
11 putative class claims brought on behalf of Plaintiff and absent putative class members. As a result,
12 through the proposed settlement set forth below, the Parties seek dismissal *without prejudice* of the
13 putative class claims and seek only to release the remaining PAGA representative action claims and
14 Plaintiff Brewer’s individual claims. Because no class action release is sought, the more extensive class
15 approval procedures required pursuant to California Code of Civil Procedure Section 382 et seq. and
16 California Rules of Court Rule 3.769 are not necessary and the Court may approve this Stipulation and
17 the concurrently-filed proposed Order without formal hearing if no other information regarding the
18 settlement is requested from counsel.

19 Through the instant joint-stipulation and pursuant to Labor Code Section 2699(1)(2), the Parties
20 respectfully request the Court:

- 21 1. Dismisses *without prejudice* the putative class allegations that are asserted on behalf of
22 all similarly-situated current and former employees of Defendant ;
- 23 2. Dismisses Plaintiff’s individual claims with prejudice; and
- 24 3. Grants the Parties’ Proposed Order seeking an approval of the parties’ proposed
25 settlement of **\$155,000** in exchange for the release of the PAGA-only representative
26 claims asserted in this action on behalf of approximately 54 PAGA aggrieved employees
27 during the relevant period.

RECITALS

1
2 1. Defendant employed Plaintiff Penny Brewer as a cashier at its facilities located in
3 Escondido, California from February 3, 2019 through October 31, 2020.

4 2. On August 6, 2020 Plaintiff, through her legal counsel, ShortLegal, APC ("Plaintiff's
5 Counsel"), submitted a notice to the Labor Workforce Development Agency ("LWDA"), alleging a
6 variety of California Labor Code violations against Defendant (the "LWDA Notice"). The 65-day
7 statutory period expired, and the LWDA did not serve Plaintiff with a notice of intent to assume
8 jurisdiction over the applicable penalty claims.

9 3. On August 12, 2020, Plaintiff filed the instant lawsuit as an individual and putative class
10 action against Pyramid in the Superior Court of California the County of San Diego, Case No. 37-2020-
11 00028336 (the "Action.") alleging claims for 1) Failure to Pay Minimum and Regular Wages; 2) Failure
12 to Pay Overtime Wages; 3) Failure to Authorize and Permit Rest Periods; 4) Failure to Authorize and
13 Permit Meal Periods; 5) Failure to Indemnify and Reimburse Expenses; 6) Failure to Provide Itemized
14 Wage Statements; 7) Failure to Pay Wages Upon Separation; and 8) Violations of the Unfair Competition
15 Law (collectively, the "Claims"). In addition, Plaintiff alleged Defendant retaliated against her for
16 complaining about the wage and hour violations and unsafe work conditions.

17 4. On October 19, 2020, upon exhausting administrative remedies; Plaintiff filed her First
18 Amended Complaint which added claims for applicable PAGA penalties.

19 5. After Plaintiff served her complaint, Defendant advised Plaintiff's counsel that Plaintiff
20 Brewer entered into an arbitration agreement and class action waiver with Pyramid waiving her right to
21 pursue class claims on behalf other similarly-situated employees, and, therefore, she is required to pursue
22 her claims against Defendant through binding arbitration on individual basis. Defendant further advised
23 Plaintiff that it would seek to stay Plaintiff's PAGA claims pending resolution of her individual claims
24 pursuant to *Franco v. Arakelian Enterprises, Inc.* (2015) 234 Cal.App.4th 947; *Phillips v. SO-Cal*
25 *Dominoids, Inc.* (July 1, 2015) 2015 WL 4006693.

26 6. Upon review and analysis of the arbitration agreement and after further meet and confer
27 communication with Defendant addressing the strengths and weaknesses of Plaintiff's claims and
28

1 Defendant's defense, the parties agreed to engage in settlement negotiations to resolve this matter as an
2 individual and PAGA representative action only. In addition, Plaintiff agreed to seek a court order
3 dismissing the class action claims alleged by Plaintiff as result of the arbitration agreement signed by
4 Plaintiff at the time of her employment with Defendant.

5 7. The Parties agreed to mediate the case on June 15, 2021 before neutral mediator Steven
6 Pearl who is well-respected and knowledgeable in wage and hour actions and has additional specific
7 expertise in PAGA representative actions.

8 8. In order to provide a comprehensive review and analysis of the claims and potential
9 damages at the mediation Plaintiff's sought, and Defendant provided necessary informal discovery
10 including relevant employment records and policies at-issue in this Action, including time keeping and
11 payroll records so that Plaintiff had sufficient information to perform their evaluation of the claims alleged
12 and a comprehensive damages analysis.

13 9. Thereafter, Plaintiff's counsel engaged in a thorough analysis of these records in order to
14 evaluate the strength of the claims, the potential defenses, and to present a thorough damages analysis at
15 mediation that identified the potential exposure of Defendant at trial if Plaintiff was successful on all
16 claims. A comprehensive description of Plaintiff's counsel's analysis is included in the concurrently filed
17 Declaration of Brian R. Short.

18 10. After a full-day mediation before neutral mediator Steven Pearl wherein the Parties
19 discussed the PAGA and individual claims of Plaintiff and defenses at-length, the parties reached a
20 Settlement Agreement as to:

21 (1) The representative action PAGA claims, for which they now seek this Court's approval;
22 and

23 (2) Plaintiff's individual claims, including her wage and hour and retaliation claims, for which
24 the Parties now seek this Court's order dismissal with prejudice.

25 11. The Parties agreed that the settlement is specifically limited to a release of Plaintiff's
26 individual and PAGA claims only and *does not release any putative class claims of any other similarly-*
27 *situated and aggrieved employees*, to the extent any such individuals exist.

12. Pursuant to the confidential settlement agreement resolving Plaintiff Penny Brewer's individual retaliation and wage and hour claims, Plaintiff has agreed to dismiss her individual claims with prejudice in consideration of payment of a settlement amount of \$20,000.

13. No notice of Plaintiff's class action claims has been provided to "the similarly-situated employees," such that they could have been dissuaded from pursuing any potential claims of their own by relying on Plaintiff's class claims.

14. The proposed PAGA settlement herein provides for Defendant to contribute a non-reversionary PAGA settlement of \$155,00 which is comprised of the following elements:

- a. PAGA allocation of the net employee share of the settlement as civil penalties, 75% of which shall be paid to the LWDA and 25% of which shall be apportioned and paid to Aggrieved Employees in proportion to their pro rata share of work weeks each employee worked during the relevant PAGA period pursuant to Labor Code 2698 et seq.;
- b. Attorney's Fees of 1/3 of the gross settlement amount which amounts to \$51,666.66;¹
- c. Reimbursement of Litigation Costs in the amount of \$9,169.25;²
- d. Plaintiff's PAGA Representative Enhancement of \$5,000;³
- e. Costs of Administration of the PAGA Settlement expected not to exceed \$3,000.

12. Pursuant to Labor Code section 2699(1), "the superior court shall review and approve any settlement of any civil action filed pursuant to this part." [*i.e.*, Labor Code §§ 2698 *et seq.*]

13. PAGA penalties are in the nature of a law enforcement penalty and are designed to penalize an employer for its failure to comply with California's wage and hour laws and regulations and are not designed to compensate employees. *Ochoa-Hernandez v. CJADERS Foods, Inc.* (E.D. Cal. Apr. 2, 2010) 2010 U.S. Dist. LEXIS 32774, at *12-13. ("Unnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim. There is no indication that the unnamed plaintiffs can contest a settlement, if any, reached between the parties,").

¹ A detailed description of the work performed and further support for Plaintiff's Counsel's fee request is detailed in the concurrently-filed Declarations of Brian R. Short.

² A description of the request for reimbursement of litigation costs incurred is detailed in the concurrently-filed Declaration of Brian R. Short.

³ A description of the risks undertaken and work performed by each PAGA Representative and further support for the requested PAGA Representative Enhancements is included in the concurrently-filed Declaration of Penny Brewer and Brian R. Short.

14. The settlement of a private plaintiff's PAGA claim is binding on all other purportedly aggrieved employees on behalf of whom it was asserted as to recovery of PAGA penalties. *See Arias*, 46 Cal.4th at 986 (because a private plaintiff's PAGA action "functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government.").

15. The Parties submit that the PAGA Claims Settlement provides fair and reasonable payment penalties for the benefit of the LWDA and the approximately 54 employees who qualify as PAGA Group Members.

16. Contingent on this Court's approval of the Parties' settlement of the PAGA claims, the Parties have fully and finally settled all PAGA claims that were or could have been asserted against Defendant by Plaintiff and now hereby seeks court approval of the Settlement pursuant to Labor Code sections 2698 *et seq.*

17. The Parties agree that Defendant will provide the last known contact information for the PAGA Group Members to the Claims Administrator, Phoenix/Ilym Settlement Administrators, in the form(s) requested by the claims administrator within 21 calendar days of the Court's Order Approving the PAGA Settlement Agreement. No later than 30 calendar days after approval of the Parties' PAGA Settlement Agreement, Defendant will pay the total amounts due pursuant to the PAGA Claims Settlement to the Claims Administrator. The Claims Administrator will run an address verification for all PAGA Group Members via the USPS National Change of Address database, perform all necessary calculations to determine all the pro rata individual settlement share for each PAGA Group Member and then will make payment to each of the PAGA Group Members along with a copy of a Notice of PAGA Claims Settlement to each of the PAGA Group Members. (A true and correct copy of the Notice of PAGA Claims Settlement is attached hereto as Attachment A to the PAGA Settlement Agreement, Exhibit 1.)

STIPULATION

Thus, the Parties stipulate:

1. On review of the complaint in this Action, the PAGA Claims Settlement (Ex. 1) and all

1 other supporting exhibits and submissions, the Parties request that the Court approve all terms of the
2 instant PAGA Settlement Agreement.

3 2. The Parties have entered a PAGA Claims Settlement in consideration of Plaintiff's full
4 and final settlement and release of all of Plaintiff's individual claims as well as the PAGA representative
5 claims, including without limitation her individual and representative PAGA claims for: unpaid straight
6 and overtime wages (including but not limited to those wages for hours worked "off the clock" and
7 during meal periods), unreimbursed business expenses (including but not limited to expenses for use of
8 personal cellular phones), failure to provide compliant meal periods and/or pay meal period premiums,
9 failure to authorize and permit compliant rest periods and/or pay rest period premiums, failure to provide
10 and maintain accurate wage statements (including but not limited to failing to accurately identify total
11 overtime and regular hours worked, and any other violation of Labor Code § 226(a)), failure to pay
12 timely wages at termination of employment, and PAGA claims for: civil and statutory penalties,
13 including but not limited to violations of and claims arising under California law, Labor Code sections
14 201-204, 210, 218, 218.5, 226, 226.3, 226.7, 510, 511, 512, 551, 558, 558.1, 1174, 1174.5, 1193.6, 1194,
15 1194.2, 1197-1198, 1198.5, 2698 et seq., 2802; the applicable Industrial Welfare Commission Wage
16 Orders; and the Business & Professions Code §17200, et seq. as it relates to the underlying Labor Code
17 claims referenced above and permissible pursuant to Labor Code Section 2699, and California Code of
18 Civil Procedure § 1021.5 to the extent permissible pursuant to Labor Code Section 2699, interest,
19 attorneys' fees and costs, from March August 6, 2019 through the date the Court issues an Order
20 Approving Settlement of Claims.

21 3. The Parties agreed that the PAGA Claims Settlement is specifically limited to a release of
22 Plaintiff's individual claims and the PAGA representative action claims only and does not release any
23 putative class allegations claims of any other similarly-situated and aggrieved employees, to the extent
24 any such individuals exist.

25 4. Pursuant to the provisions of PAGA and the terms of the Parties' PAGA Claims
26 Settlement, the Parties have agreed that after payment of Attorneys' Fees and Cost, Claims
27 Administrator's fees, and the PAGA Representative Enhancement to Plaintiff, the total amount of
28

1 PAGA penalties payable as part of this settlement is \$83,333.33 (“Net Settlement Amount.”)

2 5. Seventy-five percent (75%) of the Net Settlement Amount shall be paid to the State of
3 California Labor and Workforce Development Agency (LWDA) (i.e., the sum of \$64,623.57 and
4 the remaining twenty-five percent (25%) (i.e. \$21,541.18) to the represented parties on a pro rata
5 basis pursuant to the terms set forth in the PAGA Claims Settlement. Based upon the best-available
6 figures to-date the average payment to each of the 54 employees is approximately \$399.00 in exchange
7 for their release for PAGA penalties-only related to the claims asserted in this PAGA-only action. As a
8 result of the narrow and limited release, each of the PAGA members retain their rights to present legal
9 claims to pursue individual remedies for any claims for past wages or penalties other than PAGA
10 should they so choose.

11 8. Pursuant to Code of Civil Procedure § 664.6, the Parties agree this Court shall retain
12 jurisdiction over the parties to enforce the PAGA Claims Settlement until full and final performance of
13 all its terms and conditions has been satisfied.

14 9. Plaintiff’s Counsel shall notify the Court upon full and final performance of all terms and
15 conditions of the PAGA Claims Settlement, in which case this matter will be dismissed with prejudice.

16
17 Dated: July 30, 2021

SHORTLEGAL, APC

Dorota James

18 By: _____

BRIAN R. SHORT

DOROTA A. JAMES

Attorneys for Plaintiff PENNY BREWER

19
20
21
22 Dated: _____, 2021

POOLE SHAFFERY & KOEGLE, LLP

23
24 By: _____

BRIAN E. KOEGLE

JUSTIN R. WILMERS

*Attorneys for Defendant PYRAMID
ENTERPRISES, INC.*

PAGA penalties payable as part of this settlement is \$83,333.33 ("Net Settlement Amount.")

5. Seventy-five percent (75%) of the Net Settlement Amount shall be paid to the State of California Labor and Workforce Development Agency (LWDA) (i.e., the sum of \$64,623.57 and the remaining twenty-five percent (25%) (i.e. \$21,541.18)) to the represented parties on a pro rata basis pursuant to the terms set forth in the PAGA Claims Settlement. Based upon the best-available figures to-date the average payment to each of the 54 employees is approximately \$399.00 in exchange for their release for PAGA penalties-only related to the claims asserted in this PAGA-only action. As a result of the narrow and limited release, each of the PAGA members retain their rights to present legal claims to pursue individual remedies for any claims for past wages or penalties other than PAGA should they so choose.

8. Pursuant to Code of Civil Procedure § 664.6, the Parties agree this Court shall retain jurisdiction over the parties to enforce the PAGA Claims Settlement until full and final performance of all its terms and conditions has been satisfied.

9. Plaintiff's Counsel shall notify the Court upon full and final performance of all terms and conditions of the PAGA Claims Settlement, in which case this matter will be dismissed with prejudice.

SHORTLEGAL, APC

Dated: _____, 2021

By: _____
BRIAN R. SHORT
DOROTA A. JAMES
Attorneys for Plaintiff PENNY BREWER

Dated: July 29, 2021

POOLE SHAFFERY & KOEGLE, LLP

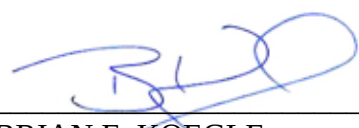
By:  _____
BRIAN E. KOEGLE
JUSTIN R. WILMERS
Attorneys for Defendant PYRAMID ENTERPRISES, INC.

EXHIBIT 1

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11 Attorneys for Plaintiff PENNY BREWER

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17 25350 Magic Mountain Parkway,
18 2nd Floor Santa Clarita, CA 91355

19 Attorneys for DEFENDANT PYRAMID ENTERPRISES, INC.

20
21 SUPERIOR COURT OF THE STATE OF CALIFORNIA
22 COUNTY OF SAN DIEGO
23

24 PENNY BREWER, Individually and on
25 behalf of all similarly-situated employees
26 of Defendants in the State of California,

27 Plaintiffs,

28 v.

29 PYRAMID ENTERPRISES, INC.; and
30 Does 1 through 50, inclusive,

31 Defendants.

Case No.: 37-2020-00028336-CU-OE-CTL

Unlimited Civil - Amount Demanded
Exceeds \$25,000.00

IMAGED FILE

**SETTLEMENT AGREEMENT AND
RELEASE OF PRIVATE ATTORNEYS
GENERAL ACT OF 2004 CLAIMS**

Dept: C-67
Judge: Hon. Eddie C. Sturgeon

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

Plaintiff Penny Brewer, individually and in her capacity as a representative of the State of California on behalf of other aggrieved employees, and Defendant Pyramid Enterprises, Inc, hereby enter into this Settlement Agreement and Release of Private Attorneys General Act of 2004 Claims (Labor Code §§ 2698 *et seq.*) (“Settlement”) as follows:

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Settlement-Agreement shall have the following meanings:

1. “Action” shall mean the civil action entitled *Penny Brewer v. Pyramid Enterprises, Inc.* filed in the Superior Court for the County of San Diego on or about August 12, 2020, designated as Case No. 37-2020-00028336-CU-OE-CTL.

2. “Defendant” shall mean Pyramid Enterprises, Inc.

3. “Defense Counsel” shall mean Brian E. Kogle and Justin Wilmers of Poole Shaffery & Kogle, LLP.

4. “Effective Date” refers to the date the PAGA Settlement is granted by the San Diego Superior Court.

5. “LWDA” refers to the California Labor & Workforce Development Agency.

6. “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*

7. “PAGA Period” shall mean August 6, 2019, through the date of entry of an order by the Court in this Action approving this Settlement.

8. “PAGA Settlement Members” shall mean all persons employed by Defendants or their affiliates and subsidiaries as a non-exempt employee in California at any time between the beginning date of the PAGA Period and the date of mediation which was June 15, 2021. The PAGA Settlement Members is approximately 54 people. If the PAGA Settlement Members exceeds 54 individuals by more than 10% at the time of Court Approval, the Defendant shall increase the Total Settlement Payment by the same percentage as the increase in PAGA Settlement Members.

9. “Plaintiff” refers to Penny Brewer individually and in her capacity as a representative of the State of California on behalf of other aggrieved employees.

10. “Plaintiff’s Counsel” collectively refers to Brian Short and Dorota A. James of ShortLegal, APC.

11. “Plaintiff’s Counsel Costs” refers to means the amounts to be paid, after Court approval, to Plaintiff’s Counsel for costs incurred by Plaintiff’s Counsel in this Action.

12. “Parties” collectively refers to Plaintiff and Defendant.

13. “Released Claims” shall mean any and all PAGA claims and causes of action, under the California Private Attorneys General Act of 2004, that are identified in Plaintiff’s Notice of PAGA violations to the LWDA. This includes, but is not limited to PAGA claims based on California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 227.3, 510, 511, 512, 558, 1174, 1174.5, 1194, 1194.5, 1197, 1197.1, 1198, 2802 and the applicable California Industrial Welfare Commission Wage Orders.

14. Released Parties” shall mean Defendant and its past, present, and future subsidiaries, parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors, attorneys, personal representatives, executors, and shareholders, including their respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors of such plans, and those plans’ respective current or former trustees and administrators, agents, employees, and fiduciaries.

II. RECITALS

1. On August 6, 2020, Plaintiff’s Counsel sent a letter to the LWDA on behalf of Plaintiff, in compliance with California Labor Code section 2699.3. Plaintiff seeks to represent herself and all PAGA Settlement Members. More than 65 days passed after the letter was sent to the LWDA, and the LWDA has not indicated that it intends to investigate the alleged violations referenced in the letter.

2. On August 12, 2020, Plaintiff filed a complaint in San Diego County Superior Court, designated as Case No. 37-2020-00028336-CU-OE-CTL.

3. On October 19, 2020, Plaintiff filed a First Amended Complaint.

1 4. Counsel for all Parties have thoroughly investigated the facts relating to the claims
2 alleged in the operative First Amended Complaint and have made a thorough study of the legal
3 principles applicable to the claims asserted against Defendant. Based on their investigation and
4 evaluation of this case, Plaintiff's Counsel have concluded that the settlement is fair, reasonable, and
5 adequate in light of all known facts and circumstances, including the defenses asserted by Defendant
6 potential adverse findings regarding liability, and numerous potential appellate issues.

7 5. Defendant denies and continue to deny, each and every claim and contention alleged in
8 the Action, and has always maintained that it never engaged in any unlawful acts regarding any of the
9 matters alleged in the Action.

10 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions set
11 forth, the Parties agree as follows:

12 **III. NON-ADMISSION OF LIABILITY**

13 **A.** Based on the factual and legal issues involved, the expense and time necessary to
14 prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty
15 of proof necessary to establish a class for purposes of liability, and the relative benefits to the PAGA
16 Settlement Members of an expeditious resolution to the Action, the Parties have concluded that the
17 terms set forth in this Settlement are fair, reasonable, adequate and in the best interests of the PAGA
18 Settlement Members.

19 **B.** By entering into this Settlement, Defendant denies any liability for any of the claims in
20 the Action, as well as any other potential or unknown claims based on wage and hour violations under
21 state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor
22 any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission,
23 concession, or indication by or against Defendant of any unlawful conduct, fault, wrongdoing or liability
24 whatsoever. Defendant specifically denies that it has engaged in any unlawful or wrongful conduct
25 against Plaintiff or the PAGA Settlement Members.

IV. TERMS OF PAGA SETTLEMENT

A. The Total Settlement Payment

Defendant shall pay a settlement payment in a total amount not to exceed One Hundred and Fifty Five Thousand Dollars (\$155,000) (the "Total Settlement Payment"). The Total Settlement Payment shall include attorneys' fees, costs, and expenses (both those incurred to date and those to be incurred), settlement administration fees and expenses, any service payment (enhancement award) to Plaintiff, and the amounts paid to the Labor & Workforce Development Agency ("LWDA") and all PAGA Settlement Members.

B. Attorneys' Fees And Costs

1. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed thirty ~~three~~ and one-third percent (33 1/3%) of the Total Settlement Payment ("Plaintiff's Counsel Payment"). Plaintiff's Counsel will be responsible for submitting all documents to support their request for attorneys' fees. Attorneys' fees shall not exceed thirty ~~three~~ and one-third percent (33 1/3%) of the Total Settlement Payment. Plaintiff and Plaintiff's counsel will request, and Defendant agrees not to oppose, a payment from the Maximum Settlement Amount of Nine Thousand One Hundred and Sixty Nine Dollars and Twenty Five Cents (9,169.25) to Plaintiff's Counsel for Plaintiff's Counsel Costs. Plaintiff's Counsel believes, and Defendant does not challenge, that such an award to Plaintiff's Counsel is reasonable.

2. Defendant will not oppose or object to Plaintiff's Counsel's application for attorneys' fees, not to exceed thirty-three and one-third percent (33 1/3%) of the Total Settlement Payment, plus all documented and reasonable litigation costs. Plaintiff's Counsel may elect to have the Settlement Administrator, directly or indirectly, disperse all or part of its attorneys' fees paid to Plaintiff's Counsel in periodic payments, through a structured settlement. Plaintiff's Counsel will bear any and all costs, fees, and expenses of administration for any periodic payments of such attorneys' fees and shall be fully responsible for any taxes, costs, liabilities and attorneys' fees, and/or penalties resulting from any issues, claims, and/or disputes arising out of, related to, or incurred in connection with any such periodic payments, including, without limitation, any such issues, claims and/or disputes

1 brought by the state or federal government concerning the payment of taxes thereon. The Settlement
2 Administrator shall separately bill Plaintiff's Counsel for any and all fees, costs, and expenses of
3 administration associated with any periodic payments of such attorneys' fees. Plaintiff's Counsel shall
4 indemnify, defend, and hold Defendant harmless for any and all taxes, costs, liabilities, attorneys' fees,
5 and/or penalties resulting from any issues, claims, and/or disputes arising out of, related to, or incurred
6 in connection with any such periodic payments.

7 3. The Plaintiff's Counsel Payment and Plaintiff's Costs shall be paid from the Total
8 Settlement Payment. Any reductions by the Court of Plaintiff's Counsels' request for attorneys' fees or
9 costs, if any, shall revert to the PAGA Fund.

10 **C. Enhancement Award To Plaintiff**

11 1. Subject to Court approval, Defendant agrees Plaintiff may be paid an
12 enhancement award of up to Five Thousand Dollars (\$5,000.00), to be paid from the Total Settlement
13 Payment, as an enhancement for her service as the PAGA representative, in addition to any payment she
14 may otherwise receive as a PAGA Settlement Member ("Enhancement Award").

15 2. Defendant will not oppose Plaintiff's request for the Enhancement Award.
16 Plaintiff will be responsible for correctly characterizing this compensation for tax purposes and for
17 paying any taxes owing on said amount. The Parties agree that a reduction by the Court of the requested
18 Enhancement Award is not a basis for rendering the entire Settlement voidable or unenforceable. Any
19 reductions by the Court of the Enhancement Award shall revert to the PAGA Fund.

20 3. Plaintiff shall not receive any additional payments or enhancements other than
21 those expressly provided under this Settlement.

22 **D. Settlement Administration Fees And Costs**

23 1. Settlement administration shall be conducted by a qualified, third-party settlement
24 administrator agreed to by the Parties and approved by the Court ("Settlement Administrator"). The
25 Parties agree that the Settlement Administrative Costs shall be paid from the Total Settlement Payment.
26 In this instance, Defendant and Plaintiff agree to use Phoenix Settlement Administrators as the
27 Settlement Administrator. This includes all fees and costs for postage, envelopes, and computer searches
28

1 to locate addresses; issuance of the notice in English to PAGA Settlement Members; and expenses of the
2 Settlement Administrator to implement and complete the settlement process according to the terms of
3 this Settlement, to calculate payments to individual PAGA Settlement Members, any cost associated
4 with the escheatment process for any uncashed or undeliverable settlement checks, to prepare any
5 necessary tax documents for PAGA Settlement Members, and any other related fees and costs (the
6 “Settlement Administrative Costs”). The parties shall require that the Settlement Administrator
7 undertake all reasonable measures to ensure the protection of any private information for PAGA
8 Settlement Members.

9 2. The Settlement Administration Costs which are expected to be approximately
10 \$3,000 shall be paid from the Total Settlement Payment. Any reductions by the Court or any unused
11 amount of the Settlement Administrative Costs shall revert to the PAGA Fund.

12 **E. PAGA Fund**

13 1. After deducting payments of the court approved attorneys’ fees and costs,
14 Settlement Administration Costs, and any court-approved Enhancement Award, the remainder of the
15 Total Settlement Payment shall be allocated toward payment to the Labor & Workforce Development
16 Agency and PAGA Settlement Members (“PAGA Fund”).

17 2. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA and
18 twenty-five percent (25%) of the PAGA Fund will be allocated among the PAGA Settlement Members
19 based on the total number of weeks worked by each PAGA Settlement Member during the PAGA
20 Period in proportion to the total amount of weeks worked by all PAGA Settlement Members during the
21 PAGA Period.

22 **V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND**

23 **A. Deposit Of Total Settlement Payment**

24 1. The Settlement Administrator shall establish a Qualified Settlement Fund
25 pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement.
26 The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID
27 Number and calculate all settlement checks and payroll deductions and withholdings required under law
28

1 based on information that will be confidentially furnished by Defendant.

2 2. Within thirty (30) days after the Effective Date, Defendants shall deposit the Total
3 Settlement Payment with the Settlement Administrator.

4 **B. Formula For Calculating Share Of PAGA Fund**

5 The portion of the PAGA Fund that is paid to each PAGA Settlement Member shall be
6 determined based on the following formula:

7 1. The payment to any individual PAGA Settlement Member will be based on the
8 number of weeks worked by the PAGA Settlement Member during the PAGA Period. Partial weeks
9 will be counted as full work weeks.

10 2. The amount to be paid per week worked by a PAGA Settlement Member will be
11 calculated by dividing the value of the portion of the PAGA Fund that will be paid to PAGA Settlement
12 Members by the total number of weeks worked by all PAGA Settlement Members during the PAGA
13 Period.

14 3. Defendant's records shall be determinative for purposes of calculating the number
15 of weeks worked and any payments to PAGA Settlement Members unless reliable verifiable information
16 is provided by PAGA Settlement Members. The Settlement Administrator shall have ultimate
17 responsibility for resolving any discrepancy after consulting with each Party's counsel in an effort to
18 resolve any dispute.

19 **C. Distribution Of PAGA Fund**

20 1. Defendant shall provide the Settlement Administrator with a list of the names and
21 addresses of the PAGA Settlement Members, to be furnished within twenty-one days after the Court
22 issues an Order approving the Settlement. The contact information is being provided confidentially
23 to the Settlement Administrator only, and the Settlement Administrator shall treat the information as
24 private and confidential and take all necessary precautions to maintain the confidentiality of contact
25 information of the PAGA Settlement Members. This information is to be used only to carry out the
26 Settlement Administrator's duties as specified in this Settlement.

27 2. Within thirty-five (35) days after the Effective Date, the Settlement Administrator
28

1 shall pay to the LWDA an amount equivalent to seventy-five percent (75%) of the PAGA Fund, or as
2 otherwise directed by the Court.

3 3. Within thirty-five (35) days after the Effective Date, the Settlement Administrator
4 shall run a NCOA search on PAGA Settlement Members in order to obtain any updated addresses.
5 Thereafter, the Administrator shall distribute to PAGA Settlement Members to their best address their
6 individual portion of the PAGA Fund (the "Individual Payments"), or as otherwise directed by the
7 Court.

8 4. The Settlement Administrator will send the Individual Payments to the PAGA
9 Settlement Members by postmarked First Class U.S. Mail. Such payment will be accompanied by a
10 notice.

11 5. To provide the best notice practicable, any Individual Payment returned to the
12 Settlement Administrator as non-delivered shall be sent by post-marked First-Class U.S. Mail to the
13 forwarding address affixed thereto, if any. If no forwarding address is provided for an Individual
14 Payment that is returned as non-deliverable, the Settlement Administrator shall use the best available
15 technology accessible (e.g. skip tracing, address verification, etc.) to the Settlement Administrator or
16 other mutually agreeable method to locate PAGA Settlement Members and will then mail the Individual
17 Payment to the address identified by the best available technology accessible to the Settlement
18 Administrator or other mutually agreeable method. If no current address is located, the Individual
19 Payment for that individual will be deemed undeliverable. If any PAGA Settlement Member cannot be
20 located within two attempts at mailings by the Settlement Administrator, the Individual Payment for that
21 individual will be deemed undeliverable.

22 6. The Settlement Administrator shall maintain a list of the postmark date for the
23 original mailing of the Individual Payments to the PAGA Settlement Members, the postmark date of any
24 subsequent mailing to any PAGA Settlement Member, and a list of PAGA Settlement Members who did
25 not receive the Individual Payments due to the inability to locate a valid address using the procedures
26 described herein or who otherwise could not be located within two attempts at mailing.

7. All settlement checks will remain valid and negotiable for 180 days from the date of their mailing by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement Administrator, any uncashed checks will be void and be sent to the State of California Department of Industrial Relations, Unclaimed Wages Fund in the PAGA Settlement Member's name who did not cash his or her check.

8. No later than January 31 of the year following payment of their individual portion of the PAGA Fund, the Settlement Administrator will prepare and issue IRS Form 1099 to PAGA Settlement Members who received an Individual Payment.

9. For any PAGA Settlement Members for whom the Individual Payment was deemed undeliverable, their portion of the PAGA Fund will be sent to the State of California Department of Industrial Relations, Unclaimed Wages Fund in the PAGA Settlement Member's name within (60) days after the Effective Date, or as otherwise directed by the Court.

D. Payment For Attorneys' Fees And Costs

Subject to the provisions of Section IV.B.3, above, within thirty-five (35) days after the Effective Date, the Settlement Administrator shall pay to Plaintiff's counsel an amount equal to the Plaintiff's Counsel Payment and Plaintiff's Costs that were approved by the Court.

E. Payment For Settlement Administration Fees And Costs

Within thirty-five (35) days after the Effective Date, the Settlement Administrator shall deduct an amount equivalent to the Settlement Administrative Costs.

VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS

A. Claims Released By The LWDA And All PAGA Settlement Members

Upon the date of completion of the later of both of the following 1) entry of an order by the Court in this Action approving this Settlement; and 2) Payment of individual settlement payments by the Settlement Administrator to PAGA Settlement Members, the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released Claims. As a result of this release, the PAGA Settlement Members will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act,

California Labor Code § 2698 *et seq.*, for any violations of the Released Claims that took place during the PAGA Period.

B. Tax Treatment

PAGA Settlement Members will assume any employee-side tax obligations or consequences which may arise from this Settlement. PAGA Settlement Member shall be responsible for their own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the PAGA Settlement Member's share of any state or federal tax obligation. If a PAGA Settlement Member has questions about any liability to any state or federal taxing authority, they shall contact the Settlement Administrator. The PAGA Settlement Members shall not contact Defendants, any of the Released Parties, or Defense Counsel.

VII. MISCELLANEOUS PROVISIONS

A. Voiding The Settlement

A failure of the Court to approve any material condition of this Settlement shall render the entire Settlement voidable and unenforceable as to Plaintiff and Defendant, at the option of Plaintiff or Defendant. Each party may exercise its option to void this Settlement as provided above by giving notice, in writing, to the other, and to the Court within fifteen (15) days after the Order granting approval of the Settlement has been received by the party seeking to void the Settlement.

B. Mutual Full Cooperation

Plaintiff, Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement.

C. Parties' Authority

The signatories hereto represent that they are fully authorized to enter into this Settlement.

D. Binding Nature Of The Settlement

1. This Settlement shall be binding upon, and inure to the benefit of, the successors

1 or assigns of the Released Parties. Plaintiff represents, covenants, and warrants that he has not directly
2 or indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of action or rights
3 released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff
4 and the PAGA Settlement Members and the parties shall present a judgment to the court for approval
5 and dismissal of the action pursuant to applicable California law.

6 2. This Settlement may be amended or modified only by a written instrument signed
7 by Plaintiff's Counsel and Plaintiff, as well as Defense Counsel and Defendant. No rights under this
8 Settlement may be waived except in writing.

9 3. This Settlement and any attached exhibits constitute the entire agreement between
10 Plaintiff and Defendant relating to the terms contained herein. All prior or contemporaneous
11 agreements, understandings and statements, whether oral or written, whether express or implied, and
12 whether by a party or its counsel, concerning this Settlement are merged herein. No oral or written
13 representations, warranties or inducements have been made to any party concerning this Settlement or
14 its exhibits other than the representations, warranties and covenants contained and memorialized in such
15 documents.

16 4. Paragraph titles or captions contained herein are inserted as a matter of
17 convenience and for reference, and in no way define, limit, extend, or describe the scope of this
18 Settlement or any of its provisions. Each term of this Settlement is intended to be contractual and not
19 merely a recital.

20 **E. Joint Drafting Of Settlement Documents**

21 1. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result
22 of an arm's-length negotiation, taking into account all relevant factors, present and potential.

23 2. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense
24 Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall not be
25 construed against any of the Parties.

26 3. Plaintiff and Plaintiff's Counsel agree that none of the documents provided to
27 them by Defendant shall be used for any purpose other than the settlement of this Action. Specifically,
28

1 none of the documents provided shall be used to pursue any subsequent claims or litigation against
2 Defendants or the Released Parties.

3 **F. Execution Of The Settlement**

4 This Settlement may be executed in counterparts, and when each party has signed and delivered
5 at least one such counterpart, each counterpart shall be deemed an original, and when taken together
6 with other signed counterparts, shall constitute one signed Agreement, which shall be binding upon and
7 effective as to all Parties.

8 Any party may sign and deliver this Agreement by signing on the designated signature block and
9 transmitting that signature page via facsimile, DocuSign or an equivalent e-signature plan, or as an
10 attachment to an e-mail to counsel for the other party. Any signature made and transmitted by facsimile,
11 DocuSign or an equivalent e-signature plan, or as an attachment to an e-mail for the purpose of
12 executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall
13 be binding upon the party who transmits the signature page.

14 **G. Continuing Jurisdiction Of The Court**

15 Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court
16 shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and enforce
17 compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of
18 the benefits of this Settlement.

19
20 **AGREED TO BY PLAINTIFF:**

21
22 DATED: July 29, 2021

Penny Brewer

PENNY BREWER, individually and on behalf of
other aggrieved employees

Signature: 
Per [redacted] (Jul 29, 2021 14:41 PDT)

Email: brewergirlsthree@yahoo.com

1 **AGREED TO BY DEFENDANTS:**

2 DATED: July ___, 2021

PYRAMID ENTERPRISES, INC.

3
4 _____
5 By: Chet Roberts, President

6 **AGREED TO BY PLAINTIFF'S COUNSEL:**

7
8 Dated: July 29, 2021

SHORTLEGAL, APC

9
10
11
12 By: _____

BRIAN R. SHORT

DOROTA A. JAMES

Attorneys for Plaintiff Penny Brewer

13
14
15
16
17 **AGREED TO BY DEFENDANTS' COUNSEL:**

18
19 Dated: July _____, 2021

POOLE SHAFFERY & KOEGLE, LLP

20
21 By: _____

BRIAN E. KOEGLE

JUSTIN R. WILMERS

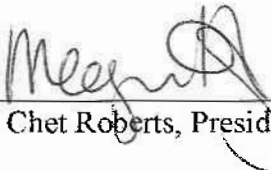
*Attorneys for Defendant PYRAMID
ENTERPRISES, INC.*

SHORTLEGAL, APC
350 10TH AVE., SUITE 1000
SAN DIEGO, CA 92101

1 **AGREED TO BY DEFENDANTS:**

2 DATED: July 8/2, 2021

PYRAMID ENTERPRISES, INC.

3
4  For Chet Roberts
5 By: Chet Roberts, President

6 **AGREED TO BY PLAINTIFF'S COUNSEL:**

7
8 Dated: July _____, 2021

SHORTLEGAL, APC

9
10 By: _____

BRIAN R. SHORT

DOROTA A. JAMES

Attorneys for Plaintiff Penny Brewer

11
12
13
14
15 **AGREED TO BY DEFENDANTS' COUNSEL:**

16
17 Dated: July _____, 2021

POOLE SHAFFERY & KOEGLE, LLP

18
19 By: _____

BRIAN E. KOEGLE

JUSTIN R. WILMERS

*Attorneys for Defendant PYRAMID
ENTERPRISES, INC.*

1 **AGREED TO BY DEFENDANTS:**

2 DATED: July ____, 2021

PYRAMID ENTERPRISES, INC.

3
4 _____
5 By: Chet Roberts, President

6 **AGREED TO BY PLAINTIFF'S COUNSEL:**

7
8 Dated: July_____, 2021

SHORTLEGAL, APC

9
10 By: _____

BRIAN R. SHORT

DOROTA A. JAMES

Attorneys for Plaintiff Penny Brewer

11
12
13
14
15 **AGREED TO BY DEFENDANTS' COUNSEL:**

16
17 Dated: ^{August}~~July~~ ____ 2 ____, 2021

POOLE SHAFFERY & KOEGLE, LLP

18
19 By:  _____

BRIAN E. KOEGLE

JUSTIN R. WILMERS

*Attorneys for Defendant PYRAMID
ENTERPRISES, INC.*

EXHIBIT A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

In The Matter of
Penny Brewer v. Pyramid Enterprises, Inc.
Superior Court of California for the County of San Diego; Case No. 37-2020-00028336

A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.

I. NOTICE OF PAGA SETTLEMENT

The San Diego County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Penny Brewer (“Plaintiff”) on behalf of herself and all other aggrieved employees.

In this lawsuit, Plaintiff claims that Defendant Pyramid Enterprises, Inc. (“Defendant”) failed: (a) to pay all minimum, regular, and overtime wages; (b) to provide all lawful meal periods; (c) to authorize and permit all lawful rest periods; (d) to issue accurate and itemized wage statements; (e) to timely pay all final wages owed upon separation from employment; and (f) indemnify and reimburse employees for all business expenditures. By way of this settlement, Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the Private Attorneys General Act (“PAGA”).

The Court has not made a determination about Plaintiff’s claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims. Defendant maintains that it was in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as “Aggrieved Employees” or “PAGA Settlement Members” which is defined as: all persons employed by Defendants as a as non-exempt employees in California between August 6, 2021 through the date of entry of an order by the Court approving this Settlement, which was [DATE OF APPROVAL] (the “PAGA Period.”).

II. SUMMARY OF SETTLEMENT

Without admitting any wrongdoing, Defendants have agreed to pay \$155,000 (the “Total Settlement Amount”) to resolve this lawsuit, which amount will be fully funded by Defendant. In summary, the monetary terms of the Settlement Agreement are:

Total Settlement Amount:	\$155,000.00
Minus Court-approved attorneys’ fees (1/3):	\$51,666.00
Minus Court-approved attorneys’ costs:	\$9,169.25
Minus Court-approved enhancement payment:	\$5,000.00
Minus estimated settlement administrator costs:	\$3,000
Net Settlement Amount:	\$86,164.75
Minus paid to PAGA Settlement Members:	\$21,541.18
Total Paid to LWDA 75% Share of Section 2699 Penalties:	\$64,623.57

The foregoing is a summary of the Settlement provisions. The specific and complete terms of the proposed Settlement are stated in the Settlement Agreement and Release of PAGA Claims, a copy of which is filed with the Clerk of the Court.

III. CALCULATION OF INDIVIDUAL PAGA PAYMENT

You worked [Pay Periods] pay periods during the PAGA Period. The total amount of pay periods worked by all

Aggrieved Employees during the PAGA period is [Total Pay Periods].

Your individual PAGA payment is [Check Amount].

Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees.

IV. RELEASE

The Court has approved the parties' Settlement Agreement and Release of PAGA Claims ("Settlement Agreement"). By operation of the Settlement Agreement's terms, all PAGA Settlement Members will release the Released Parties from any and all PAGA claims, under the California Private Attorneys General Act of 2004, that are alleged in the operative complaint or could have been alleged based on the facts asserted by Plaintiff and the PAGA Settlement Members. This includes, but is not limited to PAGA claims based on California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 227.3, 510, 511, 512, 558, 1174, 1174.5, 1194, 1194.5, 1197, 1197.1, 1198, 2802 and the applicable California Industrial Welfare Commission Wage Orders. The "Released Parties" means Defendants, and all of its parent and subsidiary companies, affiliates, holding companies, successors, assigns, employees, officers, directors, and agents, all of Defendants and their past, present, and future subsidiaries, parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors, attorneys, personal representatives, executors, and shareholders, including their respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents, employees, and fiduciaries.

V. SETTLEMENT ADMINISTRATOR

The court-appointed Administrator for this Settlement is as follows:

Penny Brewer v. Pyramid Enterprises, Inc. PAGA Action Settlement

Phoenix/ILYM

[ADDRESS] | [ADDRESS]

If you have questions, you may call the Settlement Administrator, toll free at [Number]. Ask about the *J Penny Brewer v. Pyramid Enterprises, Inc. PAGA Action Settlement*. **PLEASE DO NOT CALL THE COURT.**

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California Department of Industrial Relations Unpaid Wage Fund in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a new check is re-issued.

1 **PROOF OF SERVICE**

2 **Penny Brewer, et al. v. Pyramid Enterprises, Inc., et al.**
3 Los Angeles Superior Court Case No. 37-2020-00028336-CU-OE-CTL

4 I am employed in the County of Los Angeles, State of California; I am over the age of 18
5 years and not a party to the within action; my business address is 25350 Magic Mountain Pkwy,
Suite 250, Santa Clarita, CA 91355. My electronic service address is: nlyons@pooleshaffery.com.

6 On **August 2, 2021**, I served the foregoing document(s) entitled: **JOINT STIPULATION**
7 **RE DISMISSAL OF CLASS ACTION ALLEGATIONS WITHOUT PREJUDICE,**
8 **INDIVIDUAL CLAIMS WITH PREJUDICE, AND COURT APPROVAL OF PAGA**
9 **SETTLEMENT** on the interested party(ies) in said action as indicated in the attached service list
as follows:

10 ☐ **By Mail [Federal]:** I served a true copy of the above referenced document(s) by enclosing
said document(s) in a sealed envelope or package addressed to the party(ies) listed in the attached
service list and placing such envelope or package with postage thereon fully prepaid in the United
States mail at Los Angeles, California.

11 ☐ **By Mail [State]:** I am readily familiar with Poole Shaffery & Koegle, LLP's practice for the
12 collection and processing of mail with the United States Postal Service. I enclosed the above
13 referenced document(s) in a sealed envelope or package addressed to the party(ies) listed in the
14 attached service list. Such envelope will be deposited with the United States Postal Service on the
above date in the ordinary course of business at the business address shown above; and such
envelope was placed for collection and mailing on the above date according to Poole Shaffery &
Koegle, LLP's ordinary business practices.

15 ☒ **By Electronic Service:** I am readily familiar with the Poole Shaffery & Koegle, LLP's
16 practice for filing electronically. The above referenced document(s) will be (electronically) filed as
17 of the same day in the ordinary course of business following ordinary business practices. I caused
said document(s) to be transmitted by email to each party(ies) listed in the attached service list on
this date. The transmission of said document(s) was complete and without error.

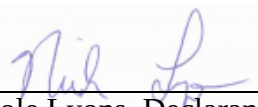
18 ☐ **By Overnight Mail:** I enclosed the above referenced document(s) in a sealed envelope or
19 package addressed to the party(ies) listed in the attached service list and caused such envelope or
package to be delivered via overnight delivery.

20 ☐ **By Facsimile Transmission:** I caused the above referenced document(s) to be transmitted to
21 a facsimile machine maintained by the party(ies) listed in the attached service list at the facsimile
22 machine telephone number as last given by that party(ies).

23 Executed on **August 2, 2021**, at Santa Clarita, California.

24 ☒ **[State]** I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

25 ☐ **[Federal]** I declare that I am employed in the office of a member of the bar of this Court at
26 whose direction this service was made.

27 
28 _____
Nicole Lyons, Declarant

SERVICE LIST

Penny Brewer, et al. v. Pyramid Enterprises, Inc., et al.
Los Angeles Superior Court Case No. 37-2020-00028336-CU-OE-CTL

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F: (619) 839-3129
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