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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

BERNADINE SMALLEY, as a private attorney
general,

Plaintiff,

vs.

BRIGHTON COLLECTIBLES, a California
employer; and DOES 1 through 50, inclusive,

Defendants.

Case No. 21STCV43898

[Hon. Holly J. Fujie, Department 56]

**DECLARATION OF SIMON L. YANG IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Date: October 24, 2024
Time: 8:30 a.m.
Courtroom: 56

Reservation ID: 447233439289

Complaint Filed: December 2, 2021
FAC Filed: January 28, 2022

1 I, Simon L. Yang, declare as follows:

2 1. I am an attorney admitted to practice in the State of California and, with the law firm
3 Diversity Law Group, P.C., am counsel of record for Plaintiff. I make this declaration on the basis of my
4 own personal knowledge, except as to those matters stated on information and belief and, as to those
5 matters, I believe them to be true. If called as a witness, I could testify competently as to the facts stated
6 in this declaration.

7 2. On December 2, 2021, Plaintiff filed the original putative class action complaint in this
8 matter. On January 28, 2022, Plaintiff filed a first amended complaint to also allege a representative
9 action under the Labor Code Private Attorneys General Act of 2004, Lab. Code §§ 2698 et seq.
10 (“PAGA”). The operative complaint alleges Defendant fails to pay overtime at the regular rate of pay,
11 fails to provide meal periods, fails to pay meal period premiums at the regular rate of pay, fails to timely
12 pay wages, and fails to provide accurate itemized wage statements.

13 3. On April 25, 2022, Defendant filed a motion to compel arbitration of Plaintiff’s
14 individual claims and individual PAGA claims and to dismiss Plaintiff’s class claims and non-individual
15 PAGA claims. On May 4, 2022, Plaintiff filed an opposition to the motion to compel arbitration that
16 voluntarily agreed to dismiss Plaintiff’s individual claims and class claims but opposed arbitration of
17 Plaintiff’s individual PAGA claims and dismissal of Plaintiff’s non-individual PAGA claims. On May
18 17, 2022, the Court held a hearing on the motion to compel arbitration, and on May 20, 2023, the Court
19 issued a ruling dismissing Plaintiff’s individual and class claims and denying Defendant’s motion to
20 compel arbitration.

21 4. On June 1, 2022, Defendant filed a notice of appeal of the Court’s orders (i) denying the
22 motion to compel arbitration of individual PAGA claims and (ii) not dismissing nonindividual PAGA
23 claims. A pending Supreme Court decision (and subsequent California Supreme Court decision) that
24 would address the impact that arbitration agreements with class action waivers would have on the
25 viability of PAGA claims had the potential to eliminate the possibility of any recovery on the PAGA
26 claims. After the legal landscape was clarified, on October 11, 2023, the Parties filed a stipulated request
27 for dismissal in the Court of Appeal, and also stipulated to arbitrate Plaintiff’s individual claims and stay
28 non-individual PAGA claims.

1 5. The Parties met and conferred about Plaintiff’s allegations and claims as well as
2 Defendant’s defenses. Plaintiff also requested (and Defendant provided) additional informal discovery to
3 enable the Parties to explore the possibility of an informal resolution. Defendant’s willingness to
4 produce this information enabled Plaintiff to evaluate the full scope of Defendant’s potential liability.
5 For example, Defendant provided the relevant numbers of pay periods in which alleged overtime
6 underpayments occurred and in which meal period entitlements arose, among other things—enabling
7 Plaintiff to assess the full value of the PAGA claims. Defendant’s willingness to produce this
8 information enabled Plaintiff to evaluate the full scope of Defendant’s potential liability.

9 6. On May 17, 2024, the Parties attended a mediation with Steven G. Pearl, an experienced
10 mediator knowledgeable of both the wage and hour laws and PAGA claims at issue in the Action. With
11 the mediator’s assistance and based on a mediator’s proposal, the Parties were able to agree to
12 settlement terms, which were negotiated in light of all known facts and circumstances including the
13 uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate
14 issues. The settlement terms are memorialized in the Joint Stipulation of PAGA Settlement (the
15 “Agreement”), a true and correct copy of which is attached as **Exhibit 1**.

16 7. Plaintiff contended that Defendant’s alleged Labor Code violations resulted in a \$100 per
17 pay period penalty for each of approximately 12,141 relevant pay periods that Plaintiff contended had
18 either underpayments of overtime wages or meal period violations. The Agreement requires Defendant
19 to pay \$180,000.00—or approximately \$14.83 per pay period in which Plaintiff contended Labor Code
20 violations occurred. This amounts to approximately 14.83% of Defendant’s potential liability and is an
21 excellent result for the State.

22 8. Defendant contested the merits and denied it was liable at all. For example, Defendant
23 contended that there were no underpayments of overtime and no meal period violations at all. Moreover,
24 even if Plaintiff prevailed on the merits, Defendant contested the extent of liability. Specifically,
25 Defendant contended that PAGA penalties would be subject to discretionary reductions.

26 9. While the Parties disagree on the application of the law to the facts, each Party
27 recognized in negotiations that, if taken to trial, the other Party would at least have reasonable
28 arguments, such that the Settlement Amount to which the Parties ultimately agreed was reasonable.

1 10. Although I am confident that litigation of the claims would result in a classwide judgment
2 against Defendant, I recognize the inherent risks in litigation, including the specific risks that liability
3 could not be established at trial or that the applicable law could change. I believe the settlement for the
4 State is fair, reasonable, and adequate, given the inherent risks of litigation, as well as the potential for
5 appeals and the costs of pursuing litigation. The settlement is the result of extensive arms' length
6 negotiations between the Parties and their counsel.

7 11. My firm has incurred costs in the amount of \$11,617.16. The costs are all litigation
8 related costs, including filing fees and service fees. Attached as **Exhibit 2** is copy of the costs my firm
9 has incurred in connection with prosecution of this lawsuit.

10 12. Because Plaintiff's Counsel seeks reimbursement of \$11,617.16 in costs only (and the
11 Administration Costs are \$5,000.00, requested attorneys' fees are \$60,000.00, and requested General
12 Release Payment is \$10,000.00), it is expected that the PAGA Penalty Fund will be \$93,382.84. It is
13 expected that the LWDA will receive \$70,037.13 as its share of PAGA Penalties and employees will
14 receive \$23,345.71 as their share of PAGA Penalties.

15 13. I am one of the primary attorneys on this matter. My qualifications are as follows: After
16 completing my undergraduate education at The Wharton School at the University of Pennsylvania in
17 2004 with concentrations in Management and Human Resources, I continued studying labor and
18 employment issues by enrolling in post-graduate education at the School of Labor and Employment
19 Relations at the University of Illinois. I determined before enrolling in law school that I wanted to
20 practice labor and employment law in California. I thus received my J.D. from UCLA School of Law in
21 2008. During law school, I spent the summer of 2006 with the National Labor Relations Board, Region
22 21, and the summer of 2007 with the law firm of Seyfarth Shaw LLP in 2007.

23 14. Upon graduating from law school in 2008, I practiced labor and employment law at
24 Seyfarth Shaw LLP, a well-regarded labor and employment firm. I was elevated to partner in 2019. My
25 practice focused on wage and hour class, collective, and representative actions, with a particular
26 emphasis on matters involving the Labor Code Private Attorneys General Act of 2004 ("PAGA").
27 During my time with Seyfarth Shaw LLP, I was a primary attorney on numerous wage and hour class,
28 collective, and representative actions that resulted in published opinions, including for example, *Ehret v.*

1 *WinCo Foods, LLC*, 26 Cal. App. 6th 1 (2018) (affirming summary judgment in PAGA action based on
2 absence of meal period violations in light of collectively bargained waiver of meal periods on shifts of
3 not more than six hours), and *Ruelas v. Costco Wholesale Corp.*, 67 F. Supp. 3d 1137 (C.D. Cal. Sept. 8,
4 2014) (obtaining dismissal of wage statement allegations in PAGA representative action). I was also
5 able to obtain experience litigating representative claims or wage and hour matters through trial and
6 appeal. *E.g.*, *Velazquez v. Costco Wholesale Corp.*, 603 Fed. App'x 584 (9th Cir. Mar. 25, 2015)
7 (reversing award of waiting-time penalties based on lack of evidence supporting any willful failure to
8 pay wages); *Ward v. Costco Wholesale Corp.*, 552 Fed. App'x 631 (9th Cir. Jan. 9, 2014) (affirming
9 bench-trial judgment in favor of defendant against named plaintiff and 18 opt-in plaintiffs in collective
10 action with involving deductions from final paychecks). I also litigated class certification on numerous
11 matters. *E.g.*, *Martinez v. Guess?, Inc.*, Los Angeles Superior Court Case No. BC 498326 (obtaining
12 denial of class certification on behalf of retail employees alleging bag check claims).

13 15. Based on my experience in wage and hour class, collective, and representative actions, I
14 have been interviewed and quoted in articles published in the Northern California Record about
15 legislative efforts to reform PAGA. I also have published articles on myriad topics relevant to wage and
16 hour class and representative action litigation, including for example articles on California kin care
17 requirements in *Employee Relations Law Journal* (Vol. 36, No. 2), the extraterritorial application of
18 California employment laws in *The Recorder* (134RD Year No. 28), and California meal and rest break
19 laws in *California Transportation News*, a publication of the California Construction Trucking
20 Association.

21 16. In 2020 I left Seyfarth Shaw LLP and joined my current firm, Diversity Law Group, P.C.,
22 which also focuses on employment law. I have handled a number of wage and hour class and
23 representative actions and continue litigating such matters in numerous Superior Courts and District
24 Courts. From matters with both Seyfarth Shaw LLP and Diversity Law Group, P.C., I have successfully
25 mediated the resolution of dozens of wage and hour class, collective, and representative actions. I have
26 obtained class certification, and no court has ever found me to be inadequate class counsel.

27 17. I have incurred a total of 94.3 hours to date in litigating this matter. Attached as **Exhibit**
28 **3** is a summary of my hours and tasks on this matter. I also anticipate spending at least 5.0 additional

1 hours in connection with attending the approval hearing, obtaining approval of the settlement, and
2 responding to correspondence and phone calls from the administrator, defense counsel, or aggrieved
3 employees.

4 18. My current billing rate is \$750 per hour, which is less than my billing rate would have
5 been had I remained at my prior firm. In January of 2019, clients were billed and paid my rate of \$630
6 per hour. In January of 2020, clients were billed and paid my rate of \$670 per hour. Had I remained at
7 my prior firm, I am informed and believe that my billing rate would have increased in January of 2021
8 to approximately \$710 per hour and in January of 2022 to approximately \$750 per hour. Numerous
9 courts have approved my hourly billing rate of \$750.

10 19. The total lodestar for my hours will be approximately \$74,475.00 based on an hourly rate
11 of \$750.00 per hour for 99.3 total hours.

12 20. Along with the filing of the motion for approval of the settlement in this matter, a copy of
13 the motion papers have also been uploaded to the Labor and Workforce Development Agency
14 ("LWDA") in compliance with Section 2699(1)(2) and (4). Attached as **Exhibit 4** is a copy of the
15 LWDA confirmation. Similarly, upon approval of a settlement in this matter, my regular practice would
16 be to direct my office staff to upload a copy of the Court's judgment, papers, or other orders awarding
17 civil penalties under PAGA.

18 I declare under penalty of perjury under the laws of the State of California that the foregoing is
19 true and correct. Executed this 12th day of August 2024, at Pasadena, California.

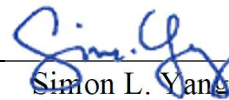
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EXHIBIT 1

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

BERNADINE SMALLEY, as a private attorney
general,

Plaintiff,

vs.

BRIGHTON COLLECTIBLES, a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 21STCV43898

[Hon. Holly J. Fujie, Department 56]

**JOINT STIPULATION OF PAGA
SETTLEMENT**

Complaint Filed:
FAC Filed:

December 2, 2021
January 28, 2022

JOINT STIPULATION OF PAGA SETTLEMENT

This Joint Stipulation of PAGA Settlement is entered into by and between Plaintiff, Bernadine Smalley, on the one hand, and Defendant, Brighton Collectibles, on the other hand.

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1. Action. "Action" means the civil lawsuit originally entitled *Bernadine Smalley v. Brighton Collectibles*, filed on or about December 2, 2021, in the Superior Court of the State of California for the County of Los Angeles as Case No. 21STCV43898.

1.2. Administrator. "Administrator" means the third-party settlement administrator designated to distribute settlement payments.

1.3. Administration Costs. "Administration Costs" means the payment from the Settlement Amount to the Administrator for administering the settlement, which includes but is not limited to printing, distributing, or tracking payments pursuant to this Agreement, and providing necessary reports or declarations, as requested by the Court or Plaintiff's Counsel and Defendant's Counsel.

1.4. Aggrieved Employee. "Aggrieved Employee" means any person employed by Defendant in California as a non-exempt store employee who from November 22, 2020, through April 6, 2024, either (i) worked more than 5.0 hours in a work shift or (ii) was paid overtime in a workweek in which he or she also earned non-base hourly wages or other non-hourly, non-discretionary remuneration. Defendant represents that there are approximately 407 Aggrieved Employees.

1.5. Agreement. "Agreement" means this Joint Stipulation of PAGA Settlement.

1.6. Approval Order. "Approval Order" means an order approving this Agreement.

1.7. Attorneys' Fees and Costs. "Attorneys' Fees and Costs" means the attorneys' fees and costs payment from the Settlement Amount for Plaintiff's Counsel's attorneys' fees and costs associated with the litigation and resolution of the Action (excluding third-party Administration Costs).

1.8. Court. "Court" means the Superior Court of California for the County of Los Angeles.

1.9. General Release Payment. "General Release Payment" means the consideration to Plaintiff for her additional general release and waiver of Civil Code section 1542 as well as in recognition of her efforts and work in prosecuting the Action on behalf of the State.

1 **1.10. PAGA Penalty Fund.** “PAGA Penalty Fund” means the Settlement Amount allocated
2 to PAGA penalties.

3 **1.10.1. LWDA Payment.** “LWDA Payment” means a payment of 75% of the PAGA
4 Penalty Fund to the Labor & Workforce Development Agency (“LWDA”).

5 **1.10.2. Employee Payment.** “Employee Payment” means each Aggrieved Employee’s
6 payment and share of 25% of the PAGA Penalty Fund.

7 **1.11. PAGA Period.** “PAGA Period” means November 22, 2020, through April 6, 2024.

8 **1.12. Parties.** “Parties” means Plaintiff and Defendant.

9 **1.12.1. Plaintiff.** “Plaintiff” means Bernadine Smalley.

10 **1.12.2. Defendant.** “Defendant” means Brighton Collectibles.

11 **1.13. Released Party.** “Released Party” means Defendant and any of its parents or
12 subsidiaries, affiliates, and any of their officers, directors, managing agents, and successors and assigns.

13 **1.14. Settlement Amount.** “Settlement Amount” means the maximum potential settlement
14 amount—inclusive of the PAGA Penalty Fund (and LWDA Payment and Employee Payments) and any
15 Administration Costs, Attorneys’ Fees and Costs, and General Release Payment—that Defendant may
16 be required to pay in connection with an Approval Order.

17 **2. RECITALS**

18 **2.1. Initiation of Action.** On or about November 19, 2021 Plaintiff submitted a letter to the
19 Labor and Workforce Development Agency (“LWDA”) stating her intent to file a claim under the
20 Labor Code Private Attorney General Act of 2004 (“PAGA”) for alleged violations of the Labor Code,
21 including failure to pay wages at the regular rate of pay and failure to provide meal periods or pay the
22 appropriate premium. Plaintiff further notified the LWDA of her intent to seek derivative penalties as a
23 result of these alleged failures. On or about December 2, 2021, Plaintiff filed the original complaint
24 initiating a putative class action for Defendant’s alleged failures to pay or timely pay all overtime
25 wages at the regular rate of pay, to provide lawful meal periods, to provide accurate itemized wage
26 statements, and unlawful business practices. On January 28, 2022, Plaintiff filed a first amended
27 complaint to also allege a representative action under the Labor Code Private Attorneys General Act of
28 2004 (“PAGA”) for failure to pay overtime at the regular rate of pay, failure to provide meal periods,

1 failure to pay meal period premiums at the regular rate of pay, failure to timely pay wages, and failure
2 to provide accurate itemized wage statements and seeking penalties under Labor Code 201-204, 210,
3 226, 226.7, 510, 512, and 1198.

4 **2.2. Disputes Regarding Arbitrability.** On April 25, 2022, Defendant filed a motion to
5 compel arbitration of Plaintiff's individual claims and individual PAGA claims and to dismiss
6 Plaintiff's class claims and non-individual PAGA claims. On May 4, 2022, Plaintiff filed an opposition
7 to the motion to compel arbitration that voluntarily agreed to dismiss Plaintiff's individual claims and
8 class claims but opposed arbitration of Plaintiff's individual PAGA claims and dismissal of Plaintiff's
9 non-individual PAGA claims. On May 17, 2022, the Court held a hearing on the motion to compel
10 arbitration, and on May 20, 2023, the Court issued a ruling dismissing Plaintiff's individual and class
11 claims and denying Defendant's motion to compel arbitration. On June 1, 2022, Defendant filed a
12 notice of appeal of the Court's orders (i) denying the motion to compel arbitration of individual PAGA
13 claims and (ii) not dismissing nonindividual PAGA claims. On October 11, 2023, the Parties filed a
14 stipulated request for dismissal in the Court of Appeal, and also stipulated to arbitrate Plaintiff's
15 individual claims.

16 **2.3. Investigation.** The Parties met and conferred about Plaintiff's allegations and claims
17 and Defendant's defenses. The Parties exchanged information and documents that Plaintiff contended
18 supported the claims and that Defendant contended supported its defenses. Plaintiff's Counsel
19 continued investigating the alleged claims and also analyzed any defenses raised by Defendant. The
20 Parties engaged in informal discovery that enabled the Parties to explore the possibility of an informal
21 resolution.

22 **2.4. Mediation.** On May 17, 2024, the Parties attended a mediation with Steven G. Pearl, an
23 experienced mediator knowledgeable of both the wage and hour laws and representative action claims
24 at issue in the Action. With the mediator's assistance and based upon the mediator's proposal, the
25 Parties were able to agree to settlement terms, which were negotiated in light of all known facts and
26 circumstances—including the uncertainty associated with litigation, the risks of significant delay, and
27 numerous potential appellate issues. The settlement was achieved only after extensive arm's length
28 negotiations. Based on Plaintiff's Counsel's ongoing investigation and evaluation, Plaintiff's Counsel is

1 of the opinion that the terms of this Agreement are fair, reasonable, and adequate, and in the best
2 interests of the State.

3 **2.5. No Admission of Liability.** Defendant denied and continues to deny all of the
4 allegations made by Plaintiff in the Action. Although Defendant denied and continues to deny all of the
5 allegations made by Plaintiff in the Action, Defendant—without admitting or conceding any liability or
6 wrongdoing whatsoever—has agreed to settle the Action on the terms and conditions set forth in this
7 Agreement for the sole purpose of avoiding the burden, expense, and uncertainty of continuing the
8 Action.

9 **3. SETTLEMENT PROCEEDS**

10 **3.1. Settlement Amount.** Defendant agrees to pay a non-reversionary Settlement Amount of
11 \$180,000.00, which was negotiated based on Defendant's representation that there are 12,141 relevant
12 pay periods worked from November 22, 2020, through April 6, 2024. To the extent that there ultimately
13 are more than 12,141 relevant pay periods, and the number of relevant pay periods increases by more
14 than 10.0% (i.e., by more than 1,214), the Settlement Amount shall increase on a pro rata basis equal to
15 the percentage increase in the number of relevant pay periods exceeding 10.0%.

16 **3.1.1. Attorneys' Fees and Costs.** 33⅓% of the Settlement Amount (or \$60,000.00)
17 and litigation costs of up to \$15,000.00 are designated as Attorneys' Fees and Costs.

18 **3.1.2. General Release Payment.** \$10,000.00 of the Settlement Amount is designated
19 as the General Release Payment.

20 **3.1.3. Administration Costs.** Based on quotes received from third-party
21 administrators, Administration Costs shall be no more than \$5,000.00. The Parties agree to cooperate in
22 the settlement administration process and to make all reasonable efforts to minimize Administration
23 Costs.

24 **3.1.4. PAGA Penalty Fund.** Except for any amounts approved for the Attorneys' Fees
25 and Costs, General Release Payment, and Administration Costs, the remaining Settlement Amount
26 shall constitute the PAGA Penalty Fund. The PAGA Penalty Fund shall be distributed pursuant to
27 statute with 75% of the PAGA Penalty Fund payable as an LWDA Payment. The remaining 25% of the
28 PAGA Penalty Fund payable as Employee Payments shall be allocated and distributed to Aggrieved

1 Employees based on a pro rata basis, based on the number of relevant pay periods worked by each
2 Aggrieved Employee. Employee Payments shall be distributed to Aggrieved Employees in separate
3 checks, without the need to submit a claim form.

4 **3.2. Payment Considerations.** All payments shall be characterized as IRS Form 1099
5 payments. The Parties have had an opportunity to consult with independent tax counsel. The Parties are
6 not giving any tax advice in connection with the settlement or any payments to be made pursuant to this
7 Agreement. The Parties do not intend anything contained in this Agreement to constitute legal advice
8 regarding the taxability of any amount paid hereunder, nor shall anything in this Agreement be relied
9 upon as such. All recipients of settlement payments shall be solely responsible for paying any
10 applicable taxes on their respective payments and shall indemnify and hold harmless the Parties from
11 any claim or liability for taxes, penalties, or interest arising as a result of the payments.

12 **3.3. Funding and Distribution.** By ten business days after the Approval Order, Defendant
13 shall deposit the Settlement Amount with the Administrator. By seven days after receipt of the
14 Settlement Amount, and last known contact information for the Aggrieved Employees, the
15 Administrator shall distribute all amounts to be paid pursuant to this Agreement and Approval Order.

16 **4. SETTLEMENT ADMINISTRATION**

17 **4.1. Administrator.** For purposes of distributing payments and administering the settlement,
18 the Administrator shall be Phoenix Settlement Administrators.

19 **4.2. Data for Administrator.** Within ten business days of the Approval Order, Defendant
20 shall provide to the Administrator each Aggrieved Employee's last known mailing address, as well as
21 data sufficient for the Administrator to perform all necessary responsibilities pursuant to this
22 Agreement.

23 **4.3. Mailing of Settlement Payments.** The Administrator shall send payments to all payees
24 via First Class U.S. Mail. For Aggrieved Employees, the Administrator shall use the last known
25 mailing address for each Aggrieved Employee, based on data provided by Defendant. Any mailings
26 returned to the Administrator as undeliverable shall be promptly resent via First Class U.S. Mail to the
27 forwarding address on the returned mailing. If no forwarding address is provided, the Administrator
28

1 shall promptly attempt to determine the correct address using a single skip-trace search and shall then
2 promptly send a single re-mailing.

3 **4.4. Undeliverable or Uncashed Checks.** All uncashed or undeliverable settlement checks
4 will expire after 180 calendar days after the postmarked date of their mailing. After 180 calendar days,
5 the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct
6 the principal for any expired checks in accordance with the Approval Order. The Parties shall request
7 that the Court order that the principal for any expired checks be distributed to the State Controller
8 Unclaimed Property Fund in the name of the Aggrieved Employee.

9 **4.5. Certification of Completion.** Upon completion of administration of the settlement, the
10 Administrator shall provide written certification of such completion to Plaintiff's Counsel and
11 Defendant's Counsel.

12 **5. RELEASES**

13 **5.1. Releases by LWDA.** By operation of the entry of the Final Approval Order, and except
14 as to such rights or claims as may be created by this Agreement, Plaintiff as a proxy for the State and
15 the LWDA fully releases Defendant and each Released Party from any and all claims for civil penalties
16 under California Labor Code Sections 2698, et seq., predicated on the California Labor Code violations
17 that are asserted in the LWDA Notice and operative complaint (or PAGA claims that could have been
18 asserted based on the alleged Labor Code violations as well as the facts alleged in the operative LWDA
19 Notice and complaint) which are for civil penalties pursuant to Labor Code section 2699, et seq. for
20 violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1194, and 1198
21 during the PAGA Period.

22 **5.2. Additional Release by Plaintiff.** Plaintiff also generally releases all claims, known or
23 unknown, in favor of each Released Party, including a waiver of Civil Code section 1542. Plaintiff
24 expressly waives all rights provided by Civil Code section 1542 that Plaintiff may have against each
25 Released Party. Civil Code section 1542 states:

1 **A general release does not extend to claims that the creditor or releasing party does**
2 **not know or suspect to exist in his or her favor at the time of executing the release**
3 **and that, if known by him or her, would have materially affected his or her**
4 **settlement with the debtor or released party.**

5 Plaintiff acknowledges that she has read the entirety of the Agreement, including the above language
6 from the Civil Code, and that she fully understands both the Agreement and Civil Code section 1542.
7 By executing this Agreement, Plaintiff expressly waives any benefits and rights granted pursuant to
8 Civil Code section 1542.

9 **6. COURT APPROVAL**

10 **6.1. Approval Order.** The Parties shall submit an ex parte application, joint stipulation, or
11 motion seeking an Approval Order, which would, among other things: (i) approve the terms of the
12 settlement in this Agreement, (ii) deem the terms to be fair, reasonable, and adequate, (iii) approve the
13 release, (iv) direct that the settlement's terms and provisions be carried out; and (v) enter final
14 judgment.

15 **6.2. Effect of Failure to Obtain Approval Order.** In the event the Court fails to enter an
16 Approval Order in accordance with this Agreement, then this Agreement shall be void and
17 unenforceable, except for the Parties' agreement to seek Court approval of a settlement addressing the
18 Court's concerns.

19 **7. MISCELLANEOUS**

20 **7.1. Entire Agreement.** This Agreement constitutes the entire agreement between the
21 Parties with regard to the subject matter contained herein, and all prior and contemporaneous
22 negotiations and understandings between the Parties shall be deemed merged into this Agreement. The
23 signatories represent that they are fully authorized to enter into this Agreement and are fully authorized
24 to bind the Parties to all terms stated herein.

25 **7.1.1. Counterparts and Signatures.** This Agreement may be executed in
26 counterparts, and when all signatories have signed and delivered at least one such counterpart, each
27 counterpart shall be deemed an original, and when taken together with other signed counterparts, shall
28 constitute one signed Agreement, which shall be binding upon and effective as to all Parties. Any party
29 may sign and deliver this Agreement by signing on the designated signature block and transmitting that

signature page via e-mail to counsel for the other party. Any signature transmitted via e-mail or DocuSign shall be deemed an original signature and shall be binding upon the party who transmits the signature page.

7.1.2. Waivers, Modifications, Etc. to Be in Writing. No waiver, modification, or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification, or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

7.1.3. Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship. The captions of paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

7.1.4. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible so as to render all provisions of this Agreement valid and enforceable.

7.2. Further Acts and Cooperation Between the Parties. The Parties shall cooperate and use their best efforts to obtain the Court's approval of this Agreement and its terms. Each of the Parties, upon the request of another, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

7.3. Continuing Jurisdiction. The Court granting approval of the settlement shall retain jurisdiction over the implementation of this Agreement as well as any and all matters arising out of, or related to, the implementation of this Agreement and of the settlement contemplated thereby.

Dated: July 1, 2024

DocuSigned by:
Bernadine Smalley

Dated: July 1, 2024

Simon L. Yang
DIVERSITY LAW GROUP, P.C.

Dated: July 2, 2024

Dary Freedman, on behalf of
Brighton Collectibles

Dated: July 8, 2024

Julie R. Trotter
CALL & JENSEN

EXHIBIT 2

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DIVERSITY LAW GROUP
Slip Listing

Page 1

Selection Criteria

Slip Classification Open
Client (hand select) Include: Smalley, Bernadine v. Brighton
Slip.Transaction Ty 2 - 2

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
69783	EXP	Mariana Becerra	1	75.00	75.00
11/22/2021		Court fees			
WIP		Smalley, Bernadine v. Brighto			
LWDA					
70054	EXP	Olympia	2	0.25	0.50
11/30/2021		Photocopies			
WIP		Smalley, Bernadine v. Brighto			
Photocopies					
70055	EXP	Olympia	1	7.33	7.33
11/30/2021		Postage			
WIP		Smalley, Bernadine v. Brighto			
Postage					
69839	EXP	Linda Lee	1	1490.12	1490.12
12/2/2021		Court fees			
WIP		Smalley, Bernadine v. Brighto			
ACE E Filing - Complaint					
70289	EXP	Linda Lee	1	123.59	123.59
12/2/2021		Atty Service			
WIP		Smalley, Bernadine v. Brighto			
Attorney Service - Complaint Service					
70088	EXP	Olympia	1	12.07	12.07
12/10/2021		Court fees			
WIP		Smalley, Bernadine v. Brighto			
ACE E Filing - Notice of ISC					
70115	EXP	Linda Lee	1	12.07	12.07
12/14/2021		Court fees			
WIP		Smalley, Bernadine v. Brighto			
ACE E Filing - POS of Summons					
70397	EXP	Olympia	13	0.25	3.25
12/31/2021		Photocopies			
WIP		Smalley, Bernadine v. Brighto			
Photocopies					

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Slip Listing

Page 2

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
70398	EXP	Olympia	1	1.16	1.16
12/31/2021		Postage			
WIP		Smalley, Bernadine v. Brighto			
Postage					
70521	EXP	Olympia	1	14.02	14.02
1/28/2022		Court fees			
WIP		Smalley, Bernadine v. Brighto			
ACE E Filing - FAC					
70880	EXP	Olympia	13	0.25	3.25
1/31/2022		Photocopies			
WIP		Smalley, Bernadine v. Brighto			
Photocopies					
70881	EXP	Olympia	1	0.73	0.73
1/31/2022		Postage			
WIP		Smalley, Bernadine v. Brighto			
Postage					
71238	EXP	Linda Lee	1	14.02	14.02
2/19/2022		Court fees			
WIP		Smalley, Bernadine v. Brighto			
ACE E Filing - Joint CMS					
72262	EXP	Erika Mejia	1	14.02	14.02
5/6/2022		Court fees			
WIP		Smalley, Bernadine v. Brighto			
ACE E Filing - Oppo to MTC Arb					
71789	EXP	Olympia	1	94.50	94.50
5/13/2022		Court fees			
WIP		Smalley, Bernadine v. Brighto			
Case Anywhere					
72700	EXP	Olympia	1	57.00	57.00
8/8/2022		Court fees			
WIP		Smalley, Bernadine v. Brighto			
Case Anywhere					
73632	EXP	Olympia	1	139.92	139.92
11/29/2022		Transcript/DEP			
WIP		Smalley, Bernadine v. Brighto			
LASC - Clerk's Transcript on Appeal					
73801	EXP	Olympia	1	29.37	29.37
11/29/2022		Delivery serv			
WIP		Smalley, Bernadine v. Brighto			
Federal Express					

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DIVERSITY LAW GROUP
Slip Listing

Page 3

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
75359	EXP	Linda Lee	1	10.50	10.50
6/7/2023		Court fees			
WIP		Smalley, Bernadine v. Brighto			
TrueFiling - Stip for Extension of Time					
75525	EXP	Erika Mejia	1	15.02	15.02
6/22/2023		Court fees			
WIP		Smalley, Bernadine v. Brighto			
ACE E Filing - Joint Status Report					
75693	EXP	Olympia	1	10.50	10.50
7/17/2023		Court fees			
WIP		Smalley, Bernadine v. Brighto			
TrueFiling - Stipulation for Extension of Time (RB)					
75827	EXP	Olympia	1	6.00	6.00
8/7/2023		Court fees			
WIP		Smalley, Bernadine v. Brighto			
Case Anywhere					
75928	EXP	Linda Lee	1	412.20	412.20
8/11/2023		Court fees			
WIP		Smalley, Bernadine v. Brighto			
TrueFiling - Application for Extension of Time					
77606	EXP	Olympia	1	8750.00	8750.00
2/23/2024		Arbitrators			
WIP		Smalley, Bernadine v. Brighto			
Steve Pearl Mediation					
78608	EXP	Erika Mejia	1	15.02	15.02
6/18/2024		Court fees			
WIP		Smalley, Bernadine v. Brighto			
ACE E Filing - Joint Status Conf Report					
78968	EXP	Olympia	1	6.00	6.00
8/6/2024		Court fees			
WIP		Smalley, Bernadine v. Brighto			
Case Anywhere					
79004	EXP	Simon Yang	1	300.00	300.00
8/9/2024		Court fees			
WIP		Smalley, Bernadine v. Brighto			
Est Fees					
Grand Total					
Billable			0.00		11617.16

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DIVERSITY LAW GROUP
Slip Listing

Page 4

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
	Unbillable	0.00		0.00
	Total	0.00		11617.16

EXHIBIT 3

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DIVERSITY LAW GROUP
Slip Listing

Page 1

Selection Criteria

Slip Classification Open
Client (hand select) Include: Smalley, Bernadine v. Brighton
Slip.Transaction Ty 2 - 2

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
69783	EXP	Mariana Becerra	1	75.00	75.00
11/22/2021		Court fees			
WIP		Smalley, Bernadine v. Brighto			
LWDA					
70054	EXP	Olympia	2	0.25	0.50
11/30/2021		Photocopies			
WIP		Smalley, Bernadine v. Brighto			
Photocopies					
70055	EXP	Olympia	1	7.33	7.33
11/30/2021		Postage			
WIP		Smalley, Bernadine v. Brighto			
Postage					
69839	EXP	Linda Lee	1	1490.12	1490.12
12/2/2021		Court fees			
WIP		Smalley, Bernadine v. Brighto			
ACE E Filing - Complaint					
70289	EXP	Linda Lee	1	123.59	123.59
12/2/2021		Atty Service			
WIP		Smalley, Bernadine v. Brighto			
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70088	EXP	Olympia	1	12.07	12.07
12/10/2021		Court fees			
WIP		Smalley, Bernadine v. Brighto			
ACE E Filing - Notice of ISC					
70115	EXP	Linda Lee	1	12.07	12.07
12/14/2021		Court fees			
WIP		Smalley, Bernadine v. Brighto			
ACE E Filing - POS of Summons					
70397	EXP	Olympia	13	0.25	3.25
12/31/2021		Photocopies			
WIP		Smalley, Bernadine v. Brighto			
Photocopies					

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Slip Listing

Page 2

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
70398	EXP	Olympia	1	1.16	1.16
12/31/2021		Postage			
WIP		Smalley, Bernadine v. Brighto			
Postage					
70521	EXP	Olympia	1	14.02	14.02
1/28/2022		Court fees			
WIP		Smalley, Bernadine v. Brighto			
ACE E Filing - FAC					
70880	EXP	Olympia	13	0.25	3.25
1/31/2022		Photocopies			
WIP		Smalley, Bernadine v. Brighto			
Photocopies					
70881	EXP	Olympia	1	0.73	0.73
1/31/2022		Postage			
WIP		Smalley, Bernadine v. Brighto			
Postage					
71238	EXP	Linda Lee	1	14.02	14.02
2/19/2022		Court fees			
WIP		Smalley, Bernadine v. Brighto			
ACE E Filing - Joint CMS					
72262	EXP	Erika Mejia	1	14.02	14.02
5/6/2022		Court fees			
WIP		Smalley, Bernadine v. Brighto			
ACE E Filing - Oppo to MTC Arb					
71789	EXP	Olympia	1	94.50	94.50
5/13/2022		Court fees			
WIP		Smalley, Bernadine v. Brighto			
Case Anywhere					
72700	EXP	Olympia	1	57.00	57.00
8/8/2022		Court fees			
WIP		Smalley, Bernadine v. Brighto			
Case Anywhere					
73632	EXP	Olympia	1	139.92	139.92
11/29/2022		Transcript/DEP			
WIP		Smalley, Bernadine v. Brighto			
LASC - Clerk's Transcript on Appeal					
73801	EXP	Olympia	1	29.37	29.37
11/29/2022		Delivery serv			
WIP		Smalley, Bernadine v. Brighto			
Federal Express					

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DIVERSITY LAW GROUP
Slip Listing

Page 3

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
75359	EXP	Linda Lee	1	10.50	10.50
6/7/2023		Court fees			
WIP		Smalley, Bernadine v. Brighto			
TrueFiling - Stip for Extension of Time					
75525	EXP	Erika Mejia	1	15.02	15.02
6/22/2023		Court fees			
WIP		Smalley, Bernadine v. Brighto			
ACE E Filing - Joint Status Report					
75693	EXP	Olympia	1	10.50	10.50
7/17/2023		Court fees			
WIP		Smalley, Bernadine v. Brighto			
TrueFiling - Stipulation for Extension of Time (RB)					
75827	EXP	Olympia	1	6.00	6.00
8/7/2023		Court fees			
WIP		Smalley, Bernadine v. Brighto			
Case Anywhere					
75928	EXP	Linda Lee	1	412.20	412.20
8/11/2023		Court fees			
WIP		Smalley, Bernadine v. Brighto			
TrueFiling - Application for Extension of Time					
77606	EXP	Olympia	1	8750.00	8750.00
2/23/2024		Arbitrators			
WIP		Smalley, Bernadine v. Brighto			
Steve Pearl Mediation					
78608	EXP	Erika Mejia	1	15.02	15.02
6/18/2024		Court fees			
WIP		Smalley, Bernadine v. Brighto			
ACE E Filing - Joint Status Conf Report					
78968	EXP	Olympia	1	6.00	6.00
8/6/2024		Court fees			
WIP		Smalley, Bernadine v. Brighto			
Case Anywhere					
79004	EXP	Simon Yang	1	300.00	300.00
8/9/2024		Court fees			
WIP		Smalley, Bernadine v. Brighto			
Est Fees					
Grand Total					
Billable			0.00		11617.16

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DIVERSITY LAW GROUP
Slip Listing

Page 4

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
	Unbillable	0.00		0.00
	Total	0.00		11617.16

EXHIBIT 4