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Attorneys for PLAINTIFFS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ALEXIS BARTRAM and LOURDES
CONTRERAS, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

v.

LAKESHORE LEARNING MATERIALS,
LLC, a California limited liability company;
and DOES 1-50, Inclusive,

Defendants.

Case No.: 23STCV21174

**DECLARATION OF ALEXIS BARTRAM IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: July 3, 2025

Time: 9:00 a.m.

Judge: Hon. Laura A. Seigle

Dept.: 17

1 I, Alexis Bartram, declare as follows:

2 1. I am over the age of eighteen, a California resident, Plaintiff and Proposed Class
3 Representative in the above-entitled matter. I submit this declaration in support of Plaintiffs' Motion
4 for Final Approval of Class Action and PAGA Settlement and in support of Motion for Class Counsel
5 Award and Service Award. I have personal knowledge of all the facts stated herein. I could and would
6 competently testify under oath to these facts in court if requested to do so.

7 2. I retained Class Counsel in June 2023 and filed the lawsuit in September 2023. I filed the
8 case on behalf of myself and a class of all current and former hourly-paid or non-exempt employees
9 who worked for Defendant within the State of California during the period of September 1, 2019, to
10 January 19, 2025 (the "Class Period").

11 3. I work for Defendant as a non-exempt employee, paid on an hourly basis, and entitled to
12 legally mandated meal and rest periods, minimum wages, and overtime compensation, in Los Angeles
13 County from May 2022 to June 2023. Throughout my employment, I was subject to Defendant's written
14 policies and procedures.

15 4. I filed the case because I believed my rights as an employee were violated by Defendant
16 and also the rights of other employees that worked for Defendant. Among other claims, I believe
17 Defendant failed to pay for all time worked, failed to furnish accurate itemized wage statements, failed
18 to provide compliant meal and rest periods, failed to pay overtime and sick pay at the correct regular
19 rate of pay, failed to reimburse for mandatory business expenses, and failed to pay all wages when due.

20 5. Before I initiated the case as a plaintiff and Class Representative, I spoke at length with
21 my attorneys. We discussed my work experience and how company policies were applied to me and
22 other employees. I provided the attorneys with documents they requested. We reviewed the documents
23 together and asked and answered many questions regarding my experience working for Defendant, the
24 litigation process, and about class actions generally.

25 6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit
26 and as a proposed Class Representative. I understood that pursuing this action as a class action rather
27 than merely seeking my individual claims substantially increased the risk to me. Those risks included
28 the possibility of being held liable for Defendant's attorneys' fees and costs in a complex class action if

1 I lost the case. I also understood that as a Class Representative, I would be under increased scrutiny by
2 the attorneys and the Court because I needed to prove that I was an adequate class representative.
3 Further, I understood that I would lose some autonomy over my individual claims that I could not make
4 decisions for my sole benefit and that I needed to make every litigation decision with the best interests
5 of the Settlement Class in mind.

6 7. I also understood that pursuing this litigation created a very public record of my grievances
7 with Defendant which produced the risk that a future employer could hold it against me that I sued a
8 former employer.

9 8. I also knew that I was making a sacrifice in that I could have pursued my claims only on
10 an individual basis, likely obtaining a recovery greater than the portion of the class settlement I stand to
11 receive from this settlement. My attorneys explained to me that the net settlement value of my individual
12 claims may be greater than my ultimate recovery from the net class settlement amount.

13 9. Notwithstanding these risks and sacrifices, I decided to go through with the case because
14 I believed violations occurred and most employees would not know what their rights are and even if
15 they did, they would be apprehensive to file a lawsuit against their employer for fear of retaliation.

16 10. During the lawsuit I communicated on a regular basis with my attorneys. I reviewed status
17 updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the phone,
18 because I wanted to keep up with developments in the case which I understood was one of my duties as
19 a class representative.

20 11. **Review and Approval of Settlement:** A mediation was held on June 6, 2024. Although
21 no agreement was reached, another mediation was held on October 10, 2024. The second mediation
22 ended with a proposal by mediator Monique Ngo-Bonnici, Esq., which was ultimately accepted. Even
23 though I could not attend either mediation, I was available by telephone to speak with my attorneys and
24 did speak with them regarding the mediation before it took place, as well as during the mediation itself.
25 I also spoke with my attorneys after the mediation and discussed the mediator's proposal which was
26 ultimately accepted. I was very satisfied with the terms of the settlement that was agreed to by the
27 parties. I reviewed and signed the Memorandum of Understanding on November 19, 2024, and when
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1 the settlement papers were ready, I again spoke with my attorneys and reviewed the settlement
2 agreement which I signed on December 16, 2024.

3 12. **Participation:** Since I retained Class Counsel approximately twenty months ago, I have
4 been actively involved with this class action lawsuit performing the duties described above. While I did
5 not keep formal time records, I was in regular contact with my attorneys, attended hearings, reviewed
6 important court filings, and spent considerable time on the issues presented during the litigation and in
7 the settlement process. I estimate that I spent approximately 20-25 hours working on this case.

8 13. Also, my attorneys explained to me that the settlement process involved a two-step review
9 by the Court to determine whether the settlement was fair before ordering that the settlement be funded
10 and paid. I knew this process also involved notifying all class members of the settlement terms and of
11 their rights to make a claim for their settlement share, to opt out of the settlement or to object to the
12 settlement.

13 14. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
14 now stand to receive substantial monetary payments as a result of this case and settlement. I also believe
15 that the requested Service Award in the amount of \$10,000 from the settlement is fair compensation for
16 (1) the work I performed, (2) the sacrifices made not pursuing this case individually, and (3) the risks I
17 undertook.

18 15. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
19 risks I undertook by suing a former employer, the broad general release, the exposure to being
20 responsible for paying Defendant's costs in the event we did not win the case, and in light of the size of
21 the settlement, I believe the request for \$10,000 as a Class Representative Payment is fair and reasonable.

22 16. Further, I support my attorneys' application for a payment of Class Counsel Award in the
23 amount of \$960,000.00, comprised of attorneys' fees equal to thirty-five percent (35%) of the Gross
24 Settlement Amount estimated to be at least \$910,000.00 and up to \$50,000.00 for actually incurred
25 litigation expenses.

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2 17. I have in place a written fee agreement with Class Counsel wherein I provided written
3 consent to the requested Class Counsel Award.
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5 I declare under penalty of perjury under the laws of the State of California that the foregoing is
6 true and correct. Executed on 05/27/2025, at Hawthorne, California.
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8 By:  Alexis Bartram (May 27, 2025 14:35 EDT)
9 ALEXIS BARTRAM
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