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Attorneys for Plaintiffs

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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 LOURDES
CONTRERAS 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

JUSTICE FOR WORKERS, P.C.

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Attorneys for Plaintiffs

I, LOURDES CONTRERAS, declare as follows:

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

2. I retained Class Counsel in September 11, 2023 and filed the Class Action Complaint on October 16, 2023. I filed the case on behalf of myself and a class of all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California during the Class Period, which is defined in the Settlement as September 1, 2019 to January 19, 2025 (the "Class Period").

3. I work for Defendant as a non-exempt employee, paid on an hourly basis, and entitled to legally mandated meal and rest periods, minimum wages, and overtime compensation, in Los Angeles County, since September 6, 2022. Throughout my employment, I was subject to Defendant's written policies and procedures.

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

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

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

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

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

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

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

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

11. **Review and Approval of Settlement:** A mediation was held on June 6, 2024. Although no agreement was reached, another mediation was held on October 10, 2024. The latter mediation ended with a proposal by mediator Monique Ngo-Bonnici, Esq. Even though I could not attend either mediation, I was available by telephone to speak with my attorneys and did speak with them regarding the mediation before it took place, as well as during the mediation itself. I also spoke with my attorneys after the mediation and discussed the mediator's proposal which was ultimately accepted. I was very satisfied with the terms of the settlement that was agreed to by the parties. I reviewed and signed the Memorandum of Understanding on November 8, 2024, and when the settlement papers were ready, I

again spoke with my attorneys and reviewed the settlement agreement which I signed on December 27, 2024.

12. **Participation:** Since I retained Class Counsel approximately 18 months ago, I have been actively involved with this class action lawsuit performing the duties described above. While I did not keep formal time records, I was in regular contact with my attorneys, attended hearings, reviewed important court filings, and spent considerable time on the issues presented during the litigation and in the settlement process. I estimate that I spent approximately 25 hours working on this case.

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

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

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

16. I have in place a written fee sharing agreement wherein I provided written consent to the fee sharing between Justice for Workers, P.C., JCL Law Firm, APC, and Zakay Law Group, APLC.

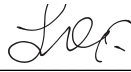
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 005 28, 2025 at Long Beach, California.

By: 
LOURDES CONTRERAS