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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

SHANNON BOSTIC, SOCORRO
GAMBOA, individually, and on behalf of
other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

LAMP COMMUNITY, an unknown business
entity; LAMP, INC., a California corporation;
THE PEOPLE CONCERN, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21STCV07381

Honorable Maren E. Nelson
Department SSC17

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: April 9, 2024
Time: 9:00 a.m.
Department: SSC17

Complaint Filed: February 24, 2021
FAC Filed: May 12, 2022
SAC Filed: June 20, 2023
Trial Date: None Set

1 This matter has come before the Honorable Maren E. Nelson in Department SSC17 of the
2 Superior Court of the State of California, for the County of Los Angeles, on April 9, 2024 at 9:00
3 a.m. for Plaintiff's Renewed Motion for Preliminary Approval of Class Action Settlement. Lawyers
4 for Justice, PC appears as counsel for Plaintiff Socorro Gamboa ("Plaintiff"), individually and on
5 behalf of all others similarly situated and other aggrieved employees, and Landegger Verano &
6 Davis, ALC appears as counsel for Defendant The People Concern, successor by merger to Lamp,
7 Inc., dba Lamp Community ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Second Amended Joint Stipulation of Class
13 Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached
14 as "**EXHIBIT 1**" to the Declaration of Brian J. St. John in Support of Plaintiff's Renewed Motion
15 for Preliminary Approval of Class Action Settlement. This is based on the Court's determination
16 that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
23 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
24 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
25 further prosecution of the case. It further appears that the Settlement has been reached as the result
26 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, Settlement Administration
3 Costs, and payments to the Settlement Class Members and PAGA Employees provided thereby,
4 appear to be within the range of reasonableness of a settlement that could ultimately be given final
5 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted
6 as part of the Settlement and preliminarily finds that the monetary settlement awards made available
7 to the Class Members are fair, adequate, and reasonable when balanced against the probable outcome
8 of further litigation relating to certification, liability, and damages issues.

9 5. The Court concludes that, for settlement purposes only, the proposed Class meets
10 the requirements for certification under section 382 of the California Code of Civil Procedure in
11 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
12 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
13 community of interest amongst the members of the Class with respect to the subject matter of the
14 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
15 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
16 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
17 Counsel is qualified to act as counsel for Plaintiff in her individual capacity and as the representative
18 of the Class.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

21 All current and former hourly-paid or non-exempt employees who worked for
22 Defendant within the State of California at any time during the period from February
23 24, 2017 through January 28, 2022.

24 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, Brian J. St. John,
and Jeremy Stern of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

25 8. The Court provisionally appoints Plaintiff Socorro Gamboa as the representative of
26 the Class ("Class Representative").

27 9. The Court provisionally appoints Atticus Administration, LLC. ("Atticus") to
28 handle the administration of the Settlement ("Settlement Administrator").

1 10. Within twenty-one (21) calendar days of the date on which the Court enters this
2 Order, Defendant shall provide the Settlement Administrator with the following information about
3 each Class Member: full name, last known mailing address, Social Security Number, dates worked
4 for Defendant during the Class Period, and such other information as is necessary for the Settlement
5 Administrator to calculate Workweeks and PAGA Workweeks (collectively referred to as the “Class
6 List”) in conformity with the Settlement Agreement.

7 11. The Court approves, both as to form and content, the Notice of Class Action
8 Settlement (“Class Notice”) attached hereto as “**EXHIBIT 1.**” The Class Notice shall be provided
9 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
10 Class Notice appears to fully and accurately inform the Class Members of all material elements of
11 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a
12 Request for Exclusion, of Class Members’ right to dispute the Workweeks and/or PAGA
13 Workweeks credited to each of them, and of each Settlement Class Member’s right and opportunity
14 to object to the Class Settlement by submitting a Notice of Objection. The Court further finds that
15 distribution of the Class Notice substantially in the manner and form set forth in the Settlement
16 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this
17 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
18 persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class
19 Notice by First-Class U.S. mail to all Class Members within fourteen (14) calendar days of receipt
20 of the Class List, pursuant to the terms set forth in the Settlement Agreement.

21 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
22 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
23 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in
24 conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,
25 postmarked no later than the date which is sixty (60) calendar days from the initial mailing of the
26 Class Notice to Class Members (“Response Deadline”), or, in the case of a re-mailed Class Notice,
27 the Response Deadline for that Class Member shall be extended fifteen (15) calendar days. Any
28 such person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement

will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon. Nevertheless, all PAGA Members will be bound by the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who have not submitted a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be bound by the Class Settlement and any final judgment based thereon.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department SSC17 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA Members; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, Enhancement Payment, Settlement Administration Costs, and allocation for the PAGA Amount.

14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

15. To object to the Class Settlement, a Class Member must submit their Notice of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of Objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection. Settlement Class Members may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.

1 16. The Settlement is not a concession or admission, and shall not be used against
2 Defendant as an admission or indication with respect to any claim of any fault or omission by
3 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
4 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
5 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
6 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
7 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
8 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
9 implementation, interpretation, or enforcement of the Settlement.

10 17. In the event the Settlement does not become effective in accordance with the terms
11 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
12 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
13 vacated, and the Parties shall revert back to their respective positions as of before entering into the
14 Settlement Agreement.

15 18. The Court reserves the right to adjourn or continue the date of the Final Approval
16 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
17 Members, and retains jurisdiction to consider all further applications arising out of or connected with
18 the Settlement.

19 **IT IS SO ORDERED.**

20
21 Dated: _____

By: _____
The Honorable Maren E. Nelson
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Shannon Bostic, et al. v. Lamp Community, et al.
Superior Court of California for the County of Los Angeles, Case No. 21STCV07381

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or PAGA Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Socorro Gamboa ("Plaintiff") and Defendant The People Concern, successor by merger to Lamp, Inc. dba Lamp Community ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Shannon Bostic, et al. v. Lamp Community, et.al.*, Los Angeles County Superior Court, Case No. 21STCV07381 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" is the time period from February 24, 2017, through January 28, 2022.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employees" means all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the PAGA Period.

"PAGA Period" means the time period from February 19, 2020, through January 28, 2022.

"PAGA Settlement" means the settlement and resolution of the Released PAGA Claims.

II. BACKGROUND OF THE LAWSUIT

On February 19, 2021, Former Plaintiff Shannon Bostic provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff Bostic contends were violated ("Bostic PAGA Letter"). On February 24, 2021, Former Plaintiff Shannon Bostic commenced a putative class action lawsuit by filing the Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. 21STCV07381. On May 12, 2022, Former Plaintiff Bostic filed a First Amended Consolidated Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.*, adding her PAGA cause of action to the Action. On May 31, 2023, Plaintiff Gamboa provided written notice to the LWDA and Defendant of the specific provisions of the California Labor Code that Plaintiff Gamboa contends were violated ("Gamboa PAGA Letter") (together, the Bostic PAGA Letter and Gamboa PAGA Letter are referred to as the "PAGA Letters"). On June 20, 2023, Former Plaintiff Bostic and Plaintiff Gamboa filed a Second Amended Consolidated Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Esq.* ("Operative Complaint"), which added Plaintiff Gamboa as a named plaintiff in the Action. On November 1, 2023, Former Plaintiff Bostic and Plaintiff Gamboa filed a Request for Dismissal of Plaintiff Bostic's Individual Claims Without

Prejudice Pursuant to California Rules of Court, Rule 3,770 in the Action. On November 9, 2023, the Court dismissed Former Plaintiff Bostic's individual claims in the Action without prejudice and ordered that Former Plaintiff Bostic no longer be a plaintiff, proposed class representative, PAGA representative, or party in the Action.

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, pay reporting time pay, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code sections 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

Plaintiff Gamboa and Defendant participated in mediation with a class action mediator, and as a result, reached a settlement. The Parties have since entered into the Second Amended Joint Stipulation of Class Action and PAGA Settlement ("Settlement" "Agreement" or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Atticus Administration, LLC as the administrator of the Settlement ("Settlement Administrator") and Plaintiff Socorro Gamboa as the representatives of the Class ("Class Representatives"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Arby Aiwarzian
Joanna Ghosh
Brian J. St. John
Jeremy Stern
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members, the State of California, and PAGA Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Total Settlement Amount is One Million Five Hundred Thousand Dollars (\$1,500,000) (the "Total Settlement Amount"), subject to possible increase if it is determined that the number of Workweeks exceeds a predetermined threshold. The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Total Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed one-third of the Total Settlement

Amount (i.e., \$500,000 if the Total Settlement Amount is \$1,500,000) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000) (collectively, “Attorneys’ Fees and Costs”) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff Gamboa for her services in the Action; (3) the amount of Two Hundred Thirty-Five Thousand Dollars (\$235,000) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (i.e., \$176,250) and the remaining 25% (i.e., \$58,750) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Seventeen Thousand Dollars (\$17,000) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member was employed by Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Share, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contribution in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) shall be paid by Defendant separately and in addition to the Total Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”), i.e., a share of the \$58,750, based on the number of Workweeks each PAGA Employee was employed by Defendant during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator has divided the PAGA Employee Amount by the total number of PAGA Workweeks of all PAGA Employees to yield the “PAGA Workweek Value,” and multiplied each PAGA Employee’s individual PAGA Workweeks by the PAGA Workweek Value to yield his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below). PAGA Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Defendant will fund the Total Settlement Amount in three (3) installment payments, over the course of approximately two (2) years, as follows (please note: the exact timing of funding and distribution of payments may be subject to change):

- Within five (5) business days of Final Approval, Defendant will make a deposit of one-third of the Total Settlement Amount (i.e., \$500,000.00) plus an amount sufficient to pay Employer Taxes, into a qualified settlement account established by the Settlement Administrator (“First Installment”).
 - Within seven (7) calendar days of the First Installment, the Settlement Administrator will issue approximately two-third (2/3) of the Individual Settlement Payments to Settlement Class Members.
- One (1) year after the funding of the First Installment, Defendant will make a deposit of one-third of the Total Settlement Amount (i.e., \$500,000.00), plus an amount sufficient to pay Employer Taxes, into the qualified settlement account established by the Settlement Administrator (“Second Installment”).
 - Within seven (7) calendar days of the funding of the Second Installment, the Settlement Administrator will issue the remaining portion of the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, LWDA Payment to the LWDA, and Enhancement Payment to Plaintiff.
- One (1) year after the funding of the Second Installment, Defendant will make a deposit of the remaining one-third

of the Total Settlement Amount (i.e., \$500,000.00), into the qualified settlement account established by the Settlement Administrator (“Third Installment”).

- Within seven (7) calendar days of the funding of the Third Installment, the Settlement Administrator will issue the Attorneys’ Fees and Costs to Class Counsel and the Settlement Administration Costs to itself.

The timing of these distributions will depend on the date of Final Approval of the Settlement and the dates on which Defendant funds the installments (and Defendant has a 14-day grace period to cure untimely payment).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

The first Individual Settlement Payment check issued to Settlement Class Members after the First Installment (“First Class Payment”), will be valid and negotiable for one hundred and eighty (180) calendar days from the date the check is issued, and thereafter, shall be canceled. The Individual PAGA Payment check issued to PAGA Employees after the Second Installment will be valid and negotiable for one hundred and eighty (180) calendar days from the date the check is issued, and thereafter, shall be canceled. The second Individual Settlement Payment check issued to Settlement Class Members after the Second Installment (“Second Class Payment”), will be valid and negotiable for one hundred and eighty (180) calendar days from the date the check is issued, and thereafter, shall be canceled. In recognition that The People Concern is one of Los Angeles County’s largest non-profit organization providing housing, social, legal, and advocacy services to the indigent, pursuant to California Code of Civil Procedure Section 384, all funds associated with the above-referenced canceled checks will be transmitted to The People Concern within ten (10) calendar days of cancellation of each set of checks, and The People Concern shall hold said funds until the date that is one hundred and eighty (180) calendar days after the issuance of the Second Class Payment, to pay the Settlement Class Members and/or PAGA Employees whose checks were canceled should they come forward to request payment from The People Concern, and thereafter, the funds will be used by The People Concern, as *cy pres* funds, for the sole purpose of financing the \$250 per person training fee usually charged to each volunteer by The People Concern to administer to volunteers, the domestic violence counselor training program that must be completed per California Evidence Code section 1037.1 in order for said volunteer to participate in The People Concern’s domestic violence program “Sojourn,” to finance Sojourn’s legal department’s offering referrals, assistance with restraining orders, support navigating the domestic violence-related housing environment, and court accompaniment, among other things, to individuals receiving The People Concern’s services, and to finance Sojourn’s outreach and education department’s providing trainings, technical assistance, advocacy events, and educational resources to clients, their families, Sojourn staff, organizational partners, and the community at-large.

B. Your Workweeks and/or PAGA Workweeks Based on Defendant’s Records

According to Defendant’s records,

- **From February 24, 2017, through January 28, 2022 (i.e., the Class Period), you are credited with [REDACTED] Workweeks.**
- **From February 19, 2020, through January 28, 2022 (i.e., the PAGA Period), you are credited with [REDACTED] PAGA Workweeks.**

If you wish to dispute the Workweeks and/or PAGA Workweeks credited to you, you may submit your dispute by way of written letter that is sent to the Settlement Administrator that: (a) contains the case name and number of the Action (*Shannon Bostic v. Lamp Community, et.al.*, Case No. 21STCV07381); (b) contains your full name, signature, address, telephone number, and last four digits of your Social Security Number; (c) clearly states that you dispute the number of Workweeks and/or PAGA Workweeks credited to you and what you contend is the correct number to be credited to you; (d) includes information and/or attaches documentation demonstrating that the number of Workweeks and/or PAGA Workweeks that you contend should be credited to you are correct (do not send original documents); and (e) is returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment (if applicable) is based on the number of Workweeks and/or PAGA Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Second Installment, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Second Installment, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the period from February 24, 2017 through [Preliminary Approval], under any federal, state or local law, and shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, pay reporting time pay, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage-statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, and all claims for attorneys' fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq.* based on the aforementioned, and any other claims, including claims for statutory penalties, pertaining to the Class Members.

"Released PAGA Claims" means any and all claims arising from any of the factual allegation in the PAGA Letter, arising during the period from February 19, 2020 through [Preliminary Approval], for civil penalties under the Private Attorneys General Act of 2004, codified in California Labor Code § 2698, *et seq.*, including all claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime and minimum wages, pay reporting time pay, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001.

"Released Parties" means Defendant and its respective owners, agents, attorneys, insurers, past, present and future companies, divisions, affiliates, DBAs (if any), predecessors, successors, shareholders, officers, directors, managers, management employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, privies, and/or any and all persons and/or corporate entities acting by, through, under or in concert with any of them.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed one-third (33.33%) of the Total Settlement Amount (i.e., \$500,000 if the Total Settlement Amount is \$1,500,000) and reimbursement of litigation costs and expenses in an amount

not to exceed Twenty-Five Thousand Dollars (\$25,000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek an amount of up to Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff Gamboa (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to any Individual Settlement Payment and/or Individual PAGA Payment that she may be entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seventeen Thousand Dollars (\$17,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and dispute of Workweeks and/or PAGA Workweeks, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

As a Class Member or PAGA Employee, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter indicating a request to be excluded from the Class Settlement (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Shannon Bostic v. Lamp Community, et.al.*, Case No. 21STCV07381); (b) contain your full name, signature, address, telephone number, and last four digits of your Social Security Number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address below, postmarked **on or before** **[Response Deadline]**.

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class

Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion from the Class Settlement, by, submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (a) contain the case name and number of the Action (*Shannon Bostic v. Lamp Community, et.al.*, Case No. 21STCV07381); (b) contain your full name, signature, address, telephone number, and last four digits of your Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in section IV.B above, postmarked **on or before [Response Deadline]**.

The Court will hear from any Settlement Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection, regardless of whether they first submitted a written objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 17 of the Los Angeles County Superior Court, located at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval hearing may be continued without further notice to Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear by audio or video if you wish to.

Please note, telephonic or remote appearances through audio and video conference, through the Court’s LA CourtConnect system, are an option. You can find information regarding the Court’s most recent guidelines for accessing court facilities online at: <https://www.lacourt.org/>.

You can find information regarding appearing remotely through LA CourtConnect for a civil case online at: <http://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action for a fee by making an appointment in advance and visiting the civil clerk’s office during business hours, located at the Los Angeles County Superior Court, Stanley Mosk Courthouse, 111 North Hill Street, California, 90012, or online by visiting the following website: <https://www.lacourt.org/casesummary/ui>.

You may also visit the Settlement Administrator’s website at **[redacted]** for more information and documents relating to the Settlement, including the Final Approval Order and Judgment.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE

FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.