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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

[PROPOSED] JUDGMENT

Date: July 3, 2025

Time: 9:00 a.m.

Judge: Hon. Laura A. Seigle

Dept.: 17

1 **JUSTICE FOR WORKERS, P.C.**

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2 Plaintiffs' motion for an order finally approving the Class Action and PAGA Settlement
3 Agreement ("Agreement") and Motion for Class Counsel Award and Class Representative
4 Payments duly came on for hearing on July 3, 2025, before the above-entitled Court. The parties
5 having settled this action and the Court having entered an Order Granting Motion for Final
6 Approval of Class Action and PAGA Settlement and good cause appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Class is confirmed for the purposes of settlement. The Class
9 is defined as "all current and former hourly paid or non-exempt employees who worked for
10 Defendant Lakeshore Learning Materials, LLC ("Defendant") within the State of California during
11 the period of September 1, 2019, to January 19, 2025 (the "Class Period")."

12 2. All persons who meet the foregoing definition are Participating Class Members,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

14 3. Except as set forth in the Agreement, the Order Granting Motion for Final
15 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiffs, and all
16 members of the Class, shall take nothing in the Action. Each party shall bear its own attorneys'
17 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for
18 Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

19 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
20 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
21 supervise and adjudicate any dispute arising from or in connection with the distribution of
22 settlement benefits.

23 5. As of the date the Defendant funds the Gross Settlement Amount, Plaintiffs and
24 each Class Member who has not validly opted out has released the "Released Parties" from the
25 "Released Class Claims" as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

27 (a) The "Released Class Claims" are defined all class claims alleged, or
28 reasonably could have been alleged based on the facts alleged, in the operative complaint in the

1 Action which occurred during the Class Period, including but not limited to violations of Labor
2 Code §§ 201, 202, 203, 204 *et seq.*, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246,
3 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1197.1 1197.14, 1194, 1194.2, 1197, 1198, 1198.5,
4 1199, 2802, 2804 California Business and Professions Code §§ 17200 *et seq.* arising from the
5 Labor Code violations released herein, and expressly excluding all other claims, including claims
6 for vested benefits, wrongful termination, unemployment insurance, disability, social security,
7 workers' compensation, and class claims outside of the Class Period.

8 7. The "Released Parties" are defined as Defendant and all of its respective current
9 and former partners, parents, subsidiaries, predecessors and successors, joint employers, and their
10 affiliated entities, and each of their respective owners, officers, directors, managing agents,
11 exempt-employees, partners, shareholders, and agents, and any other successors, heirs, assigns, or
12 legal representatives, any attorneys, insurers, and claims representatives.

13 8. As of the date the Defendant funds the Gross Settlement Amount, Plaintiffs and the
14 LWDA have released the Released Parties from the "Released PAGA Claims" for the "PAGA
15 Period" as set forth in the Agreement.

16 9. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

17 (a) The "Released PAGA Claims" are defined as all PAGA claims alleged in
18 the Operative Complaint and Plaintiffs' PAGA notices to the LWDA which occurred during the
19 PAGA Period, including but not limited to PAGA penalties for alleged violations of Labor Code
20 §§ 201, 202, 203, 204 *et seq.*, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510,
21 512, 516, 558, 1174, 1174.5, 1182.12, 1197.1, 1197.14, 1194, 1194.2, 1197, 1198, 1198.5, 1199,
22 2802, 2804, and expressly excluding all other claims, including claims for vested benefits,
23 wrongful termination, unemployment insurance, disability, social security, workers'
24 compensation, and PAGA claims outside of the PAGA Period.

25 (b) The "PAGA Period" is defined as the period from October 22, 2022, to
26 January 19, 2025.

27 10. This Court hereby grants final approval and awards the following: (i) Nine
28 Hundred Six Thousand One Hundred Seventy-Seven Dollars and Seventy-Seven Cents

1 (\$906,177.77) for the Class Counsel Award comprised of Eight Hundred Sixty-Six Thousand Six
2 Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$866,666.67) for attorneys' fees and litigation
3 costs in the amount of Thirty-Nine Thousand Five Hundred Eleven Dollars and Ten Cents
4 (\$39,511.10); (ii) the Class Representative Payments to Class Representatives, Alexis Bartram and
5 Lourdes Contreras, in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to each
6 Plaintiff; (iii) Administrator Expenses Payment of Twenty-Seven Thousand Five Hundred Dollars
7 and Zero Cents (\$27,500.00) to Apex Class Action, LLC; (iv) Seventy-Five Thousand Dollars and
8 Zero Cents (\$75,000.00) (75% of the PAGA Payment) to the Labor and Workforce Development
9 Agency ("LWDA Payment"); and Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)
10 (25% of the PAGA Payment) allocated to the Individual PAGA Payments.

11 11. Plaintiff shall give notice of this Judgment to the Labor and Workforce
12 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
13 California Labor Code section 2699(1)(3).

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15 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
16 **ORDERED.**

17 DATED: _____, 2025
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20 _____
21 Hon. Laura A. Seigle
22 JUDGE OF THE SUPERIOR COURT
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