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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,

Defendant.

Case No: 23STCV21174

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: March 5, 2025

Time: 9:00 a.m.

Judge: Hon. Lauren A. Seigle

Dept.: 17

1 This matter having come before the Honorable Judge Lauren A. Seigle of the Superior Court of
2 the State of California, in and for the County of Los Angeles, at 9:00 a.m. on March 5, 2025, with Jean-
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC, Shani O. Zakay, Esq. of the Zakay Law Group,
4 APLC, and William Sung, Esq. of Justice for Workers, P.C. as counsel for Plaintiffs Alexis Bartram
5 and Lourdes Contreras (“Plaintiffs”), and Adam Y. Siegel, Esq. of Jackson Lewis P.C., appearing for
6 Defendant Lakeshore Learning Materials, LLC (hereinafter “Defendant”). The Court, having carefully
7 considered the briefs, argument of counsel and all the matters presented to the Court, and good cause
8 appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
11 (“Settlement Agreement” or “Agreement”), a true and correct copy of which is attached to the
12 Declaration of Jean-Claude Lapuyade as **Exhibit “1”**. This is based on the Court’s determination that
13 the Settlement Agreement is within the range of possible final approval, pursuant to the provisions of
14 Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all terms
16 defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
18 Defendant shall pay is Two Million, Six Hundred Thousand Dollars and Zero Cents (\$2,600,000.00).
19 It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate,
20 and reasonable as to all Class Members when balanced against the probable outcome of further
21 litigation relating to certification, liability, and damages issues. It further appears that investigation and
22 research have been conducted such that counsel for the Parties are able to reasonably evaluate their
23 respective positions. It further appears to the Court that 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 further
25 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
26 intensive, serious, and non-collusive arms-length negotiations.

27 4. The Court preliminarily finds that the Settlement appears to be within the range of
28 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court

1 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
2 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
3 reasonable when balanced against the probable outcome of further litigation relating to certification,
4 liability, and damages issues.

5 5. Plaintiffs seek the Class Counsel Award in the amount of up to thirty-five percent (35%)
6 of the Gross Settlement Amount, currently estimated at Nine Hundred Ten Thousand Dollars and Zero
7 Cents (\$910,000.00) plus litigation costs in an amount not to exceed Fifty Thousand Dollars and Zero
8 Cents (\$50,000.00), and proposed Class Representative Payments to the Class Representatives, Alexis
9 Bartram and Lourdes Contreras, in an amount of not more than Ten Thousand Dollars and Zero Cents
10 (\$10,000.00) to each Class Representative. While these awards appear to be within the range of
11 reasonableness, the Court will not approve the Class Counsel Award, or Class Representative Payment
12 until the Final Approval Hearing.

13 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification of
14 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
15 proceeding should this Settlement not become final. For settlement purposes only, the Court
16 conditionally certifies the following Class:

17 All current and former hourly-paid or non-exempt employees who worked
18 for Defendant within the State of California during the Class Period of
19 September 1, 2019 to January 19, 2025. (“Class Period”).

20 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
21 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
22 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
23 common questions of law and fact predominate, and there is a well-defined community of interest
24 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
25 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
26 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
27 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
28 to act as counsel for the Class Representative in his individual capacity and as the representative of the

1 Class Members.

2 8. The Court provisionally appoints Plaintiffs Alexis Bartram and Lourdes Contreras as the
3 representatives of the Class.

4 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC,
5 Shani O. Zakay, Esq. of Zakay Law Group, APLC, and William Sung, Esq. of Justice for Workers,
6 P.C. as Class Counsel for the Class Members.

7 10. The Court hereby approves, as to form and content, the Proposed Notice of Class Action
8 Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached to the Agreement as
9 **Exhibit “A”**. The Court finds that the Class Notice appears to fully and accurately inform the Class
10 Members and Aggrieved Employees of all material elements of the proposed Settlement, including the
11 right of any Class Member to be excluded from the Class by submitting a written request for exclusion,
12 and of each Class Member’s right and opportunity to object to the Settlement. The Court further finds
13 that the distribution of the Class Notices substantially in the manner and form set forth in the Agreement
14 and this Order meets the requirements of due process, is the most reasonable notice under the
15 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court
16 orders the mailing of the Class Notices by first class mail, pursuant to the terms set forth in the
17 Agreement.

18 11. The Court hereby appoints APEX Class Action LLC, as the Administrator. Within one
19 (1) week prior to Plaintiffs’ deadline to file their motion for Preliminary Approval of the Settlement,
20 Defendant shall provide the Administrator with the Class Data, including information regarding Class
21 Members that Defendant will in good faith compile from its records, including each Class Member’s
22 full name, last-known address, Social Security number, telephone number, and number of Class Period
23 Workweeks and PAGA Pay Periods. No later than fourteen (14) calendar days after receiving the Class
24 Data from Defendant, the Administrator shall mail copies of the Class Notice to all Class Members via
25 first class U.S. Mail.

26 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
27 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
28 Settlement as provided in the Class Notice by following the instructions for requesting exclusion from

1 the Settlement as set forth in the Class Notice. All requests for exclusion must be postmarked or
2 received by the Response Deadline which is forty-five (45) calendar days after the Administrator mails
3 the Class Notices to Class Members or, in the case of re-mailed Class Notice, not more than fourteen
4 (14) days from the original Response Deadline. Any such person who chooses to opt out of and be
5 excluded from the Settlement will not be entitled to an Individual Class Payment under the Settlement
6 and will not be bound by the Settlement, or have any right to object, appeal or comment thereon. Class
7 Members who have not requested exclusion shall be bound by all determinations of the Court, the
8 Agreement, and Judgment.

9 13. Any Class Member who has not opted out may appear at the final approval hearing and
10 may object or express the Class Member's views regarding the Settlement and may present evidence
11 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
12 by the Court as provided in the Class Notice. Class Members will have forty-five (45) calendar days
13 from the date the Administrator mails the Class Notice to postmark their written objections to the
14 Administrator.

15 14. A hearing on Plaintiffs' Motion for Final Approval of Class Action and PAGA
16 Settlement and Plaintiffs' Motion for Class Counsel Award and Service Award shall be held before this
17 Court on _____ at _____ AM/PM in
18 Department 17 of the Los Angeles County Superior Court to determine all necessary matters
19 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
20 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
21 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
22 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
23 to the Class; and to finally approve the Class Counsel Award, Class Representative Payment, and the
24 Settlement Administration Costs. All papers in support of the Motion for Final Approval and the
25 Motion for Class Counsel Award and Class Representative Payment shall be filed with the Court and
26 served on all counsel within twenty-eight (28) days following the expiration of the Response Deadline.

27 15. In the event the Settlement does not become effective in accordance with the terms of the
28 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become

1 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
2 and the Parties shall revert to their respective positions as of before entering into the Agreement. In
3 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
4 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
5 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it
6 is not approved.

7 16. The Court reserves the right to adjourn or continue the date of the final approval hearing
8 and all dates provided for in the Agreement without further notice to Class Members and retains
9 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.
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12 Dated: _____

13 JUDGE OF THE SUPERIOR COURT
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