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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,	Case No.: 23STCV21174 [PROPOSED] ORDER GRANTING FINAL APPROVAL
Plaintiffs, v.	Date: July 3, 2025 Time: 9:00 a.m.
LAKESHORE LEARNING MATERIALS, LLC, a California limited liability company; and DOES 1-50, Inclusive, Defendants.	Judge: Hon. Laura A. Seigle Dept.: 17

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

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1 Plaintiffs’ motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement (“Agreement”) and Motion for Class Counsel Award and Class Representative
3 Payments duly came on for hearing on July 3, 2025, before the above-entitled Court. Zakay Law
4 Group, APLC, and the JCL Law Firm, APC, appeared on behalf of Plaintiff Alexis Bartram
5 (“Plaintiff Bartram”), and Justice for Workers, P.C., appeared on behalf of Plaintiff Lourdes
6 Contreras (“Plaintiff Contreras”) (collectively “Plaintiffs”). Jackson Lewis P.C. appeared on behalf
7 of Defendant Lakeshore Learning Materials, LLC (hereinafter “Defendant”).

8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

12 1. All capitalized terms used herein shall have the same meaning as defined in
13 the Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending
15 in the California Superior Court for the County of Los Angeles (“Court”), Case No. 23STCV21174,
16 entitled *Alexis Bartram, et al. v. Lakeshore Learning Materials, LLC* and over all Parties to this
17 litigation, including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On March 5, 2025, the Court granted preliminary approval of a class-wide
20 settlement. At this same time the court approved certification of a provisional settlement class for
21 settlement purposes only. The Court confirms this Order and finally approves the settlement and
22 the certification of the Class.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Class Notice was
25 mailed by first class mail to the Class Members at their last known addresses on March 24, 2025.
26 Mailing of the Class Notice to their last known addresses was the best notice practicable under the
27 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
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1 proposed settlement to the members of the Class Members. The Court finds that the Class Notice
2 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3 5. The Extended Response Deadline for opting out or objecting was May 22,
4 2025. There was an adequate interval between notice and deadline to permit Class Members to
5 choose what to do and act on their decision. No Class Members objected. Seven Class Members
6 requested exclusion. The names of the Class Members who requested exclusion are Christopher
7 Kingston, Eng Wong, Luke Kinsley, Matthew Gaon, Mayra Avila, Robert Taylor, and William C.
8 Schurmann.

9 **Fairness Of The Settlement**

10 6. The Agreement provides for a Gross Settlement Amount of \$2,600,000.00.
11 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
12 Cal.App.4th 1794, 1801.)

13 a. The settlement was reached through arms-length bargaining between
14 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
15 settlement.

16 b. The Parties' investigation and discovery have been sufficient to allow
17 the Court and counsel to act intelligently.

18 c. Counsel for all parties are experienced in similar employment class
19 action litigation and have previously settled similar class claims on behalf of employees claiming
20 compensation. All counsel recommended approval of the Settlement.

21 d. No objections were received. Three requests for exclusion were
22 received. The names of the Class Members who requested exclusion are Christopher Kingston, Eng
23 Wong, Luke Kinsley, Matthew Gaon, Mayra Avila, Robert Taylor, William C. Schurmann, and
24 Jared O'Connor.

25 e. The participation rate is high. 99.79% of Class Members will be
26 participating in the Settlement and will be sent settlement payments.

27 7. The consideration to be given to the Participating Class Members under the
28 terms of the Agreement is fair, reasonable, and adequate considering the strengths and weaknesses

1 of the claims asserted in this Action and is fair, reasonable, and adequate compensation for the
2 release of the Released Class Claims and Released PAGA Claims, given the uncertainties and risks
3 of the litigation and the delays which would ensue from continued prosecution of the Action.

4 8. The Agreement is finally approved as fair, adequate, and reasonable and in
5 the best interests of the Participating Class Members.

6 **PAGA Payment**

7 9. The Agreement provides for a payment of PAGA Payment in the amount of
8 \$100,000.00. The Court has reviewed the PAGA Penalties and finds and determines that the PAGA
9 Penalties and the allocation of \$75,000.00 to the Labor and Workforce Development Agency
10 (“LWDA Payment”) and \$25,000.00 to Aggrieved Employees (“Individual PAGA Payment”) is fair
11 and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021)
12 72 Cal.App.5th 56.

13 **Class Counsel Award**

14 10. The Agreement provides for a payment for Class Counsel Award in the
15 amount of up to Nine Hundred Six Thousand One Hundred Seventy-Seven Dollars and Seventy-
16 Seven Cents (\$906,177.77). Subject to Court approval, the Class Counsel Award consists of
17 attorneys’ fees equal to one-third of the Gross Settlement Amount, or Eight Hundred Sixty-Six
18 Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$866,666.67) and reimbursement
19 of litigation expenses in the amount of Thirty-Nine Thousand Five Hundred Eleven Dollars and Ten
20 Cents (\$39,511.10).

21 11. A Class Counsel Award payment of Nine Hundred Six Thousand One
22 Hundred Seventy-Seven Dollars and Seventy-Seven Cents (\$906,177.77) comprised of attorneys’
23 fees in the amount of Eight Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-
24 Seven Cents (\$866,666.67) and reimbursement of litigation expenses in the amount of Thirty-Nine
25 Thousand Five Hundred Eleven Dollars and Ten Cents (\$39,511.10) is reasonable in light of the
26 contingent nature of Class Counsel’s fee, the hours worked by Class Counsel, and the results
27 achieved by Class Counsel. The requested attorneys’ fee award represents one-third of the common
28 fund, which is reasonable, and is supported by Class Counsel’s lodestar.

1 **Class Representative Payments**

2 12. The Agreement provides for a Class Representative Payment of up to Ten
3 Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff, subject to the Court's approval.
4 The Court finds that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to each
5 Plaintiff is reasonable in light of the risks and burdens undertaken by the Plaintiffs in this class
6 action litigation.

7 **Administration Expenses Payment**

8 13. The Agreement provides for Administration Expenses Payment to be paid in
9 an amount not to exceed \$27,500.00. The Declaration of the Administrator provides that the actual
10 claims Administration Expenses Payment were \$27,500.00. The amount of this payment is
11 reasonable in light of the work performed by the Administrator.

12 **II.**

13 **ORDERS**

14 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

15 1. The Class is certified for the purposes of settlement only. The Participating
16 Class is hereby defined to include:

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

21 2. There are 3,767 members of the Class. Every person in the Class who did
22 not opt out is a Participating Class Member. After providing Notice to the Class, there are seven
23 opt-outs to the Settlement. The names of the Class Members who requested exclusion Christopher
24 Kingston, Eng Wong, Luke Kinsley, Matthew Gaon, Mayra Avila, Robert Taylor, and William C.
25 Schurmann.

26 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
27 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
28 this Order and the terms of the Agreement.

1 4. Defendant shall fund the Gross Settlement Amount on the Funding Date. In
2 exchange the Participating Class Members shall release the “Released Parties” from the “Released
3 Class Claims” and Plaintiff and the LWDA shall release the “Released Parties” from the “Released
4 PAGA Claims.”

5 a. The “Released Parties” Defendant and all of its respective current and
6 former partners, parents, subsidiaries, predecessors and successors, joint employers, and their
7 affiliated entities, and each of their respective owners, officers, directors, managing agents, exempt-
8 employees, partners, shareholders, and agents, and any other successors, heirs, assigns, or legal
9 representatives, any attorneys, insurers, and claims representatives.

10 b. The “Released Class Claims” are defined as all class claims alleged,
11 or reasonably could have been alleged based on the facts alleged, in the operative complaint in the
12 Action which occurred during the Class Period, including but not limited to violations of Labor
13 Code §§ 201, 202, 203, 204 *et seq.*, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246,
14 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1197.1 1197.14, 1194, 1194.2, 1197, 1198, 1198.5,
15 1199, 2802, 2804 California Business and Professions Code §§ 17200 *et seq.* arising from the Labor
16 Code violations released herein, and expressly excluding all other claims, including claims for
17 vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’
18 compensation, and class claims outside of the Class Period.

19 c. The “Released PAGA Claims” are defined as all PAGA claims alleged
20 in the Operative Complaint and Plaintiffs’ PAGA notices to the LWDA which occurred during the
21 PAGA Period, including but not limited to PAGA penalties for alleged violations of Labor Code §§ 201,
22 202, 203, 204 *et seq.*, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 516, 558,
23 1174, 1174.5, 1182.12, 1197.1, 1197.14, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2802, 2804, and
24 expressly excluding all other claims, including claims for vested benefits, wrongful termination,
25 unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside
26 of the PAGA Period from October 22, 2022, to January 19, 2025 (“PAGA Period”).

27 5. Class Counsel are awarded attorneys’ fees in the amount of Nine Hundred
28 Six Thousand One Hundred Seventy-Seven Dollars and Seventy-Seven Cents (\$906,177.77) for the

1 Class Counsel Award comprised of attorneys' fees in the amount of Eight Hundred Sixty-Six
2 Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$866,666.67) and actually
3 incurred litigation costs in the amount of Thirty-Nine Thousand Five Hundred Eleven Dollars and
4 Ten Cents (\$39,511.10). Class Counsel shall not seek or obtain any other compensation or
5 reimbursement from Defendant, Plaintiffs, or members of the Class.

6 6. The payment of the Class Representative Payment to each Plaintiff in the
7 amount of \$10,000.00 is approved.

8 7. The payment of \$27,500.00 to the Administrator for the Administration
9 Expenses Payment is approved.

10 8. The PAGA Payment of \$100,000.00 is hereby approved as fair, reasonable,
11 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
12 finds that Plaintiff and Class Counsel negotiated the PAGA Penalties at arms-length, absent of any
13 fraud or collusion.

14 9. Final Judgment is hereby entered in this action. The Final Judgment shall
15 bind each Participating Class Member.

16 10. Final Judgment shall also bind Plaintiffs, acting on behalf of the State of
17 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
18 ("PAGA").

19 11. The Court further finds and determines that Class Counsel satisfied California
20 Labor Code § 2699(1)(2) by giving the LWDA notice of the proposed Settlement of claims arising
21 under the Private Attorney General Act ("PAGA") on January 22, 2025.

22 12. The Court orders Class Counsel to comply with California Labor Code §
23 2699(1)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
24 entry of this Order.

25 13. The Agreement is not an admission by Defendant, nor is this Final Approval
26 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
27 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
28 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an

1 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
2 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
3 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
4 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
5 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
6 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
7 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
8 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
9 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
10 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
11 or issue preclusion or similar defense as to the claims being released by the Settlement.

12 14. Notice of entry of this Final Approval Order and Judgment shall be given to
13 Class Counsel on behalf of Plaintiffs and all Participating Class Members. It shall not be necessary
14 to send notice of entry of this Final Approval Order and Judgment to individual Participating Class
15 Members and the Final Approval Order and Judgment shall be posted on the Administrator's
16 website as indicated in the Class Notice.

17 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
18 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
19 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
20 connection with the distribution of settlement benefits.

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1 16. If the Settlement does not become final and effective in accordance with the
2 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
3 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
4 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

5 **IT IS SO ORDERED.**

6 DATED: _____, 2025
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10 Hon. Laura A. Seigle
11 JUDGE OF THE SUPERIOR COURT
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