

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 17

21STCV07381

SHANNON BOSTIC vs LAMP COMMUNITY, et al.

October 2, 2024

9:00 AM

Judge: Honorable Laura A. Seigle
Judicial Assistant: Nancy Navarro
Courtroom Assistant: Valerie Gaytan

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Brian J. St. John (Telephonic)

For Defendant(s): Evelyn Zarraga (Telephonic)

NATURE OF PROCEEDINGS: Hearing on Motion for Final Approval of Settlement

The matter is called for hearing.

The Court finds final approval of settlement to be fair, adequate and reasonable.

The Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, and Enhancement Payment filed by Socorro Gamboa on 09/09/2024 is Granted.

Non-Appearance Case Review re: Final Report of Distribution of Settlement Funds is scheduled for 01/22/2027 at 08:30 AM in Department 17 at Spring Street Courthouse. Final Report Re: Distribution of Settlement Funds to be filed by 1/15/2027.

Final Approval Order and Judgment is filed and entered this date.

Counsel for Plaintiff is to give notice.

FILED

Superior Court of California
County of Los Angeles

10/02/2024

David W. Stanton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

1 Joanna Ghosh (SBN 272479)
2 Brian St. John (SBN 304112)
3 Matthew Richard Soto (353499)
4 **LAWYERS for JUSTICE, PC**
5 410 West Arden Avenue, Suite 203
6 Glendale, California 91203
7 Tel: (818) 265-1020 / Fax: (818) 265-1021

8 *Attorneys for Plaintiff Socorro Gamboa and the Class*

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE**

11 SHANNON BOSTIC, SOCORRO GAMBOA,
12 individually, and on behalf of other members
13 of the general public similarly situated and on
14 behalf of other aggrieved employees pursuant
15 to the California Private Attorneys General
16 Act,

17 Plaintiffs,

18 vs.

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

24 Defendants.

Case No.: 21STCV07381

Honorable Laura A. Seigle
Department SSC17

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: October 2, 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

Electronically Received 09/09/2024 03:22 PM

1 This matter has come before the Honorable Laura A. Seigle, whose courtroom is located
2 in Department SSC17 of the above-entitled Court, located at 312 N Spring St, Los Angeles,
3 California 90012, on October 2, 2024 at 9:00 a.m. for Plaintiff Socorro Gamboa's ("Plaintiff")
4 Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and
5 Enhancement Payment ("Motion for Final Approval"). Lawyers for Justice, PC appeared on
6 behalf of Plaintiff, and Landegger Verano & Davis, ALC appears as counsel for Defendant The
7 People Concern, successor by merger to Lamp, Inc., dba Lamp Community ("Defendant").

8 On April 30, 2024, the Court entered an Order Granting Preliminary Approval of Class
9 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
10 the settlement of the above-entitled action ("Action") in accordance with the Second Amended
11 Joint Stipulation of Class Action and PAGA Settlement and Amendment No. 1 to Second
12 Amended Joint Stipulation of Class Action and PAGA Settlement (together, "Settlement,"
13 "Agreement," or "Settlement Agreement"), which, together with the exhibits annexed thereto set
14 forth the terms and conditions for settlement of the Action.

15 Having reviewed the Settlement Agreement and duly considered the parties' papers and
16 oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

18 1. All terms used herein shall have the same meaning as defined in the Settlement
19 Agreement and the Preliminary Approval Order.

20 2. This Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the Action.

22 3. The Court finds that the applicable requirements of California Code of Civil
23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with
24 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
25 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.

26 The Class is hereby defined to include:

27 All current and former hourly-paid or non-exempt employees of Defendant within
28 the State of California at any time during the February 24, 2017 through January
28, 2022 ("Class" or "Class Members").

1 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
2 Class Members, fully and accurately informed the Class Members of all material elements of
3 the Settlement and of their opportunity to participate in, object to or comment thereon, or to
4 seek exclusion from, the Settlement; was the best notice practicable under the circumstances;
5 was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of
6 the State of California, the United States Constitution, due process and other applicable law.
7 The Class Notice fairly and adequately described the Settlement and provided Class Members
8 with adequate instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval to the
10 Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a
11 whole. More specifically, the Court finds that the Settlement was reached following meaningful
12 discovery and investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the
13 Settlement is the result of serious, informed, adversarial, and arms-length negotiations between
14 the parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable.
15 In so finding, the Court has considered all of the evidence presented, including evidence
16 regarding the strength of Plaintiff’s claims; the risk, expense, and complexity of the claims
17 presented; the likely duration of further litigation; the amount offered in the Settlement; the
18 extent of investigation and discovery completed; and the experience and views of Class
19 Counsel. The Court has further considered the absence of any objections to the Class and
20 PAGA Action Settlement submitted by Class Members. Accordingly, the Court hereby directs
21 that the Settlement be affected in accordance with the Settlement Agreement and the following
22 terms and conditions.

23 6. A full opportunity has been afforded to the Class Members to participate in the
24 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
25 been heard. The Court also finds that the Class Members also have had a full and fair
26 opportunity to exclude themselves from the Class Settlement. Accordingly, the Court
27 determines that all Class Members who did not submit a timely and validly opt out of the Class
28 Settlement (“Settlement Class Members”) are bound by the Class Settlement and by this order

1 and judgment ("Final Approval Order and Judgment"), and the State of California and all
2 current and former hourly-paid or non-exempt employees of Defendant within the State of
3 California at any time during the time period from February 19, 2020 through January 28, 2022
4 ("PAGA Employees") are bound by the PAGA Settlement and this Final Approval Order and
5 Judgment.

6 7. The Court finds that no Class Members have opted out of the Class Settlement.

7 8. The Court finds that payment of Settlement Administration Costs in the amount
8 of \$15,000.00 is appropriate for the services performed and costs incurred and to be incurred for
9 the notice and settlement administration process. It is hereby ordered that the Settlement
10 Administrator, Atticus Administration, LLC, shall issue payment to itself in the amount of
11 \$15,000.00, in accordance with the terms and methodology set forth in the Settlement
12 Agreement.

13 9. The Court finds that the Enhancement Payment sought is fair and reasonable for
14 the work performed by Plaintiff on behalf of the Class, PAGA Employees, and the State of
15 California. It is hereby ordered that the Settlement Administrator issue payment in the amount of
16 \$7,500.00 to Plaintiff Socorro Gamboa for her Enhancement Payment, according to the terms set
17 forth in the Settlement Agreement.

18 10. The Court finds that the allocation of \$235,000.00 toward penalties under the
19 Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA Amount"),
20 is fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall
21 distribute the PAGA Amount as follows: the amount of \$176,250.00 to the California Labor and
22 Workforce Development Agency ("LWDA"), and the amount of \$58,750.00 to the PAGA
23 Employees on a *pro rata* basis, according to the terms and methodology set forth in the
24 Settlement Agreement.

25 11. The Court finds that attorneys' fees in the amount of \$500,000.00 to Class
26 Counsel falls within the range of reasonableness, and the results achieved justify the award
27 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate,
28 and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment

1 in the amount of \$500,000.00 to Class Counsel for attorneys' fees, in accordance with the terms
2 and methodology set forth in the Settlement Agreement.

3 12. The Court finds that reimbursement of litigation costs and expenses in the
4 amount of \$16,136.97 to Class Counsel is reasonable, and hereby approved. It is hereby ordered
5 that the Settlement Administrator issue payment in the amount of \$16,136.97 to Class Counsel
6 for reimbursement of litigations costs and expenses, in accordance with the terms and
7 methodology set forth in the Settlement Agreement.

8 13. The Court hereby enters Judgment by which Settlement Class Members shall be
9 conclusively determined to have given a release of any and all Released Class Claims against
10 the Released Parties, and all PAGA Employees shall be conclusively determined to have given
11 a release of any and all Released PAGA Claims, as set forth in the Settlement Agreement and
12 Class Notice.

13 14. It is hereby ordered that within five (5) calendar days of the date of this Order
14 and Judgment Defendant shall deposit one-third of the Total Settlement Amount (i.e.,
15 \$500,000.00) and half the employer's share of payroll taxes and contributions with respect to
16 the wage portion of Individual Settlement Shares (together, the "First Installment") into the
17 qualified settlement account established by the Settlement Administrator, in accordance with the
18 terms and methodology set forth in the Settlement Agreement.

19 15. It is hereby ordered that one (1) year after Defendant funds the First Installment
20 Defendant shall deposit one-third of the Total Settlement Amount (i.e., \$500,000.00) and the
21 remaining half of the employer's share of payroll taxes and contributions with respect to the
22 wage portion of Individual Settlement Shares (together, the "Second Installment") into the
23 qualified settlement account established by the Settlement Administrator, in accordance with the
24 terms and methodology set forth in the Settlement Agreement.

25 16. It is hereby ordered that one (1) year after Defendant funds the Second
26 Installment Defendant shall deposit the remaining one-third of the Total Settlement Amount
27 (i.e., \$500,000.00) (the "Third Installment") into the qualified settlement account established
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1 by the Settlement Administrator, in accordance with the terms and methodology set forth in the
2 Settlement Agreement.

3 17. It is hereby ordered that within seven (7) calendar days of the funding of the First
4 Installment, the Settlement Administrator shall distribute one-half (1/2) of the Individual
5 Settlement Payments to Settlement Class Members ("First Class Payment"), according to the
6 methodology and terms set forth in the Settlement Agreement.

7 18. It is hereby ordered that within seven (7) calendar days of the funding of the
8 Second Installment, the Settlement Administrator shall distribute: the remaining one-half (1/2)
9 of the Individual Settlement Payments to Settlement Class Members ("Second Class Payment");
10 Individual PAGA Payment to PAGA Employees; the Enhancement Payment to Plaintiff; and
11 the LWDA Payment to the LWDA, according to the methodology and terms set forth in the
12 Settlement Agreement.

13 19. It is hereby ordered that within seven (7) calendar days of the funding of the
14 Third Installment, the Settlement Administrator shall distribute the Attorneys' Fees and Costs to
15 Class Counsel, and the Settlement Administration Costs to the Settlement Administrator,
16 according to the methodology and terms set forth in the Settlement Agreement.

17 20. Each First Class Payment and Second Class Payment check issued to a
18 Settlement Class Member for their Individual Settlement Payment and/or each Individual PAGA
19 Payment check issued to a PAGA Employee shall be valid for a period of one hundred eighty
20 (180) calendar days from the date of issuance of the check, and after this time period, the
21 check(s) shall be cancelled. The funds associated with checks issued to Settlement Class
22 Members and PAGA Employees that have not been cashed or deposited within the 180-day
23 period shall be transmitted within ten (10) calendar days of the cancelation of each set of checks
24 to Defendant as a *cy pres* recipient pursuant to California Code of Civil Procedure 384.

25 21. It is hereby ordered that Defendant shall hold all funds associated with the
26 above-referenced cancelled checks until the date that is one hundred and eighty (180) calendar
27 days after the issuance of the Second Class Payment, to pay the Settlement Class Members
28 and/or PAGA Employees whose checks were canceled and who come forward to request

1 payment from The People Concern. Thereafter, all remaining funds associated with the above-
2 referenced cancelled checks used by Defendant, as *cy pres* funds, for the sole purpose of
3 financing the \$250 per person training fee usually charged to each volunteer by Defendant to
4 administer to volunteers, the domestic violence counselor training program that must be
5 completed per California Evidence Code section 1037.1 in order for said volunteer to participate
6 in Defendant's domestic violence program "Sojourn," to finance Sojourn's legal department's
7 offering referrals, assistance with restraining orders, support navigating the domestic violence-
8 related housing environment, and court accompaniment, among other things, to individuals
9 receiving Defendant's services, and to finance Sojourn's outreach and education department's
10 providing trainings, technical assistance, advocacy events, and educational resources to clients,
11 their families, Sojourn staff, organizational partners, and the community at-large.

12 22. After entry of this Final Approval Order and Judgment, pursuant to California
13 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
14 implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment,
15 to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise
16 and adjudicate any dispute arising from or in connection with the distribution of settlement
17 benefits.

18 23. Notice of entry of this Final Approval Order and Judgment shall be given by
19 posting a copy of the Final Approval Order and Judgment on the Settlement Administrator's
20 website for a period of at least sixty (60) calendar days after the date of entry of this Final
21 Approval Order and Judgment. Individualized notice is not required to the Class.

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24. Pursuant to California Code of Civil Procedure section 384, no later than ^{seven} ~~five~~ (5) calendar days before the ~~Final Compliance Hearing~~ ^{Non-Appearance Case Review} set for 1/22/2027 at 8:30 a.m./~~p.m.~~ in Department SSC17, the parties shall submit a report to the Court specifying, among other things, the total amount paid to Settlement Class Members, PAGA Employees, and the leftover residual of settlement funds that will be paid to The People Concern pursuant to California Code of Civil Procedure Section 384.

IT IS SO ORDERED.

DATE: 10/02/2024



Laura Seigle

The Honorable Laura A. Seigle
Judge of the Los Angeles County Superior
Court of California