

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
Kwanporn "Mai" Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
mgavron@diversitylaw.com
ktulyathan@diversitylaw.com

William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff and the Class

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JAN 30 2024

BY


JESSICA MORALES, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

LAMEISHA GEORGE, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

WESTWAYS STAFFING SERVICES,
INC., a California corporation; and DOES
1 through 50, inclusive,

Defendants.

Case No.: CIVSB2212594
[Consolidated with: CIVSB2217699]

[Assigned for all purposes to the Hon. Jessica
Morgan, Dept. S-26]

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

Date: January 22, 2024
Time: 8:30 a.m.
Dept: S-26

Complaint Filed: June 16, 2022
Trial Date: None

1 Plaintiff Lameisha George's ("Plaintiff") application for an Order Granting Preliminary
2 Approval of Class Action Settlement was filed with the Court on November 29, 2023, and a hearing
3 was held before this Court on January 22, 2024.

4 The Court has considered the Stipulation of Class Action and PAGA Settlement and Release
5 ("Settlement Agreement") and all other papers filed in this action.

6 NOW THEREFORE, IT IS HEREBY ORDERED:

7 1. This Court grants preliminary approval of the Settlement Agreement between
8 Plaintiff and Defendant Westways Staffing Services, Inc. ("Defendant") filed herewith. The
9 Stipulation of Class Action and PAGA Settlement and Release appears to be fair, adequate, and
10 reasonable to the Class;

11 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through their
12 counsel of record in the Litigation, have reached an agreement to settle all claims in the Litigation
13 on behalf of the Class (as defined below and in the Settlement Agreement) as a whole;

14 3. The Court hereby conditionally certifies the following Class for settlement purposes
15 only:

16 all non-exempt employees of Defendant who worked for Defendant in
17 California who were paid overtime wages at any time from September
18 5, 2021, through August 5, 2022" (the "Class").

19 Should for whatever reason the Settlement Agreement not become Final, the fact that the
20 Parties were willing to stipulate to certification of a class as part of the Settlement Agreement shall
21 have no bearing on, or be admissible in connection with, the Litigation or the issue of whether a
22 class should be certified in a non-settlement context.

23 4. The Court appoints and designates: (a) Plaintiff Lameisha George as Class
24 Representative and (b) Larry W. Lee, Max W. Gavron, and Kwanporn "Mai" Tulyathan of
25 Diversity Law Group, P.C. and William L. Marder of Polaris Law Group as Class Counsel for the
26 Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents
27 required by, or which may be given, pursuant to the Settlement Agreement, and such other acts
28 reasonably necessary to finalize the Settlement Agreement and its terms. Any Class Member may

1 enter an appearance through his or her own counsel at such Class Member's own expense. Any
2 Class Member who does not enter an appearance or appear on his or her own behalf will be
3 represented by Class Counsel.

4 5. The Court hereby approves the terms and conditions provided for in the Settlement
5 Agreement. The Court finds that on a preliminary basis the Settlement Agreement falls within the
6 range of reasonableness of a settlement, including the amount of the PAGA penalties, and appears
7 to be presumptively valid, subject only to any objections that may be raised at the final fairness
8 hearing and final approval by the Court. It appears to the Court on a preliminary basis that the
9 settlement is fair, adequate, and reasonable as to all potential Class Members when balanced against
10 the probable outcome of further litigation relating to liability and damages issues. It also appears
11 that investigation, research, and court proceedings have been conducted so that counsel for the
12 Settling Parties are able to reasonably evaluate their respective positions. It appears to the Court that
13 settlement at this time will avoid substantial additional costs by all Settling Parties, as well as avoid
14 the delay and risks that would be presented by the further prosecution of the Litigation. It also
15 appears that settlement has been reached as a result of intensive, serious, and non-collusive arm's-
16 length negotiations.

17 6. A final fairness hearing on the question of whether the proposed Settlement
18 Agreement, the allocation of payments to Settlement Class Members, attorneys' fees and costs to
19 Class Counsel, payment of PAGA penalties to the Labor Workforce & Development Agency and
20 Class Members, and the Class Representative Enhancement Award should be finally approved as
21 fair, reasonable, and adequate as to the members of the Class is hereby set for

22 5.29.24 at 8:30 in this Court.

23 7. The Court hereby approves, as to form and content, the Notice of Class Action
24 Settlement ("Class Notice") to be sent to Class Members, which is attached as **Exhibit A** to the
25 Settlement Agreement. The Court finds that distribution of the Class Notice substantially in the
26 manner and form set forth in the Settlement Agreement and this Order meets the requirements of
27 due process and shall constitute due and sufficient notice to all parties entitled thereto.

28 8. The Court appoints and designates Phoenix Settlement Administrators as the

1 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
2 approved Class Notice to Class Members using the procedures set forth in the Settlement
3 Agreement.

4 9. Any Class Member may choose to opt out of and be excluded from the settlement as
5 provided in the Settlement Agreement and Class Notice and by following the instructions for
6 requesting exclusion. Any person who timely and properly opts out of the settlement will not be
7 bound by the Settlement Agreement, except with respect to the Released PAGA Claims, or have
8 any right to object, appeal, or comment thereon. Any Request for Exclusion must be in writing and
9 signed by each such Class Member opting out and must otherwise comply with the requirements
10 delineated in the Class Notice. Class Members who have not requested exclusion by submitting a
11 valid and timely opt out request, by the Response Deadline, shall be bound by all determinations of
12 the Court, the Settlement Agreement, and Judgment.

13 10. Any Class Member may object to the Settlement Agreement or express his or her
14 views regarding the Settlement Agreement and may present evidence and file briefs or other papers
15 that may be proper and relevant to the issues to be heard and determined by the Court as provided
16 in the Class Notice.

17 11. The Motion for Final Approval shall be filed by the Class Representative no later
18 than sixteen (16) court days before the Settlement Fairness Hearing.

19 12. The Court reserves the right to adjourn or continue the date of the Settlement
20 Fairness Hearing and all dates provided for in the Settlement Agreement without further notice to
21 the Class, and retains jurisdiction to consider all further applications arising out of or connected
22 with the Settlement Agreement.

23 IT IS SO ORDERED.

24
25 DATED: 1/30/24



HON. JESSICA MORGAN
SUPERIOR COURT OF CALIFORNIA