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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 FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: May 29, 2024
Time: 8:30 a.m.
Dept: S-26

Complaint Filed: June 16, 2022
Trial Date: None

1 Plaintiff Lameisha George (“Plaintiff”) and Defendant Westways Staffing Services, Inc.
2 (“Defendant”) (together, the “Parties”) have entered into the Stipulation of Class Action and PAGA
3 Settlement and Release (“Settlement Agreement”) to settle the above-captioned class action subject
4 to the Court’s approval (the “Settlement”).

5 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class
6 Action Settlement, including approval of the Class Representative Enhancement Award for Plaintiff
7 and Class Counsel’s application for attorneys’ fees and litigation costs. The Court has read, heard,
8 and considered all the pleadings and documents submitted, and the presentations made in
9 connection with the Motion which came on for hearing on May 29, 2024.

10 **I. BACKGROUND**

11 On June 16, 2022, Plaintiff filed a class action complaint against Defendant alleging
12 violation of Labor Code § 226. On August 18, 2022, Plaintiff filed a representative action complaint
13 against Defendant alleging violation of Labor Code § 2698, *et seq.*, predicated on an underlying
14 violation of Labor Code § 226. The class and representative actions were consolidated by the Court
15 on or about January 17, 2023, and as such, the operative complaint in the action consists of claims
16 for (1) violation of Labor Code § 226; and (2) violation of Labor Code § 2698, *et seq.* (the
17 “Complaint” or “operative Complaint”).

18 **A. Class Members**

19 The “Class” includes “all non-exempt employees of Defendant who worked for Defendant
20 in California who were paid overtime wages at any time from September 5, 2021, through August
21 5, 2022.”

22 **B. Operation of the Settlement**

23 Pursuant to the Preliminary Approval Order dated January 30, 2024, this Court conditionally
24 certified the Class and granted preliminary approval to the Settlement Agreement. The Preliminary
25 Approval Order also approved of the proposed forms of notice and notice plan. The Court entered
26 the Preliminary Approval Order after review and consideration of all of the pleadings filed in
27 connection herewith, and the oral presentations made by counsel at the hearing.

28 In compliance with the Preliminary Approval Order, the Notice of Class Action Settlement

1 (“Class Notice”) was sent to all Class Members via first class mail. Address traces were performed
2 on returned mailings and thirty-four (34) Class Notices remain undeliverable. The notice process
3 was timely completed. The Settlement Administrator received five (5) requests for exclusion and no
4 objections.

5 This Court finds that the Settlement appears to be the product of serious, informed, non-
6 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
7 treatment to any individuals. The Court finds that the Settlement was entered into in good faith
8 pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the Settlement
9 is fair, reasonable, and adequate and that Plaintiff has satisfied the standards for final approval of a
10 class action settlement under California law. Under the provisions of California Code of Civil
11 Procedure § 382 and Federal Rule of Civil Procedure 23, as approved for use by the California state
12 court in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971), the trial court has discretion to
13 certify a class where:

14 [Q]uestions of law or fact common to the members of the class
15 predominate over any questions affecting only individual members,
16 and that a class action is superior to the available methods for the fair
and efficient adjudication of the controversy...Fed. R. Civ. Proc. 23.

17 Certification of a settlement class is the appropriate judicial device under these
18 circumstances.

19 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS
20 FOLLOWS:

21 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
22 Settlement Agreement filed in this case.

23 2. The Court has jurisdiction over the subject matter of the litigation, the Class
24 Representative, the other members of the Settlement Class, and Defendant.

25 3. The Court finds that the dissemination of the Class Notice, as disseminated by the
26 appointed Settlement Administrator Phoenix Settlement Administrators to the Class Members,
27 constituted the best notice practicable under the circumstances to all persons within the definition of
28 the Class, and fully met the requirements of California law and due process under the United States

1 Constitution.

2 4. The Court approves the settlement of the above-captioned action, as set forth in the
3 Settlement Agreement, as fair, just, reasonable, and adequate as to the Parties. The Parties are
4 directed to perform in accordance with the terms set forth in the Settlement Agreement.

5 5. Except as otherwise provided in the Settlement Agreement, the Parties are to bear
6 their own costs and attorneys' fees.

7 6. The Court hereby certifies the following Class for settlement purposes only: all non-
8 exempt employees of Defendant who worked for Defendant in California who were paid overtime
9 wages at any time from September 5, 2021, through August 5, 2022" (the "Class").

10 7. With respect to the Class and for purposes of approving the settlement only and for
11 no other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable
12 and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact
13 common to the Class, and there is a well-defined community of interest among members of the
14 Class with respect to the subject matter of the non-exempt claims in the Litigation; (c) the claims of
15 the Class Representative are typical of the claims of the members of the Class; (d) the Class
16 Representative has fairly and adequately protected the interests of the members of the Class; (e) a
17 class action is superior to other available methods for an efficient adjudication of this controversy;
18 and (f) the counsel of record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve
19 as counsel for the Plaintiff in her individual and representative capacity and for the Class.

20 8. Defendant shall continue to remit to the Qualified Settlement Fund established by
21 the Settlement Administrator the Maximum Settlement Amount of Four Hundred Twenty-Five
22 Thousand Dollars (\$425,000.00), pursuant to the terms of the Settlement Agreement.

23 9. From the Gross Settlement Amount, the Settlement Administrator shall pay:

24 (a) to Class Counsel attorneys' fees in the amount of One Hundred Forty-One
25 Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$141,666.67) and reimbursement
26 of costs in the amount of Fifteen Thousand Three Hundred and Eighteen Dollars and Three Cents
27 (\$15,318.03);

28 (b) an enhancement award to Class Representative Lameisha George to

1 reimburse her for her unique services in the amount of Ten Thousand Dollars (\$10,000.00);

2 (c) the sum of Thirty Thousand Dollars (\$30,000.00) to the California Labor and
3 Workforce Development Agency for its seventy-five percent (75%) share of PAGA penalties; and

4 (d) the sum of Sixteen Thousand Dollars (\$16,000.00) to the Settlement
5 Administrator, Phoenix Settlement Administrators, for its fees and costs relating to the settlement
6 administration process.

7 10. The Court finds that these amounts are fair and reasonable. The Settlement
8 Administrator is directed to make such payments in accordance with the terms of the Settlement
9 Agreement.

10 11. The Court approves the Class Settlement Payment amounts, which shall be
11 distributed by the Settlement Administrator pursuant to the terms of the Settlement Agreement from
12 the Net Settlement Amount, after payment of those amounts set forth in Paragraph 9.

13 12. The Court hereby enters final judgment in this case in accordance with the terms of
14 the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the
15 Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over
16 the action and the Parties, including all Settlement Class Members, for purposes of enforcing and
17 interpreting this Order and the Settlement.

18 13. A compliance hearing is set to be held on _____, 2024, at ____ a.m. in
19 Department S-26 of the San Bernardino County Superior Court in order to determine the number
20 and amount of any uncashed checks that have been distributed to the *cy pres* recipient.

21 IT IS SO ORDERED.

22
23 DATED: _____

24 HON. JESSICA MORGAN
25 SUPERIOR COURT OF CALIFORNIA
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