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(Sued and served herein as DOE 1)

[Additional Counsel on Next Page]

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

JOSE RODRIGUEZ, an individual, on behalf
of himself, others similarly situated,

Plaintiff,

v.

WORLD CLASS STAFFING SERVICES
LLC, a California Limited Liability Company,
STAR HR LLC, a Wyoming Limited Liability
Company and DOES 2 thru 50, inclusive,

Defendants.

Case No.: CIVSB2206648

[Assigned For All Purposes to the Hon.
Christian Towns, Dept. S26]

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

Date: September 9, 2025
Time: 8:30 am
Dept.: S26

Action Filed: July 12, 2023
FAC Filed: August 14, 2023
SAC Filed: December 1, 2023
Trial Date: None Set

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Attorneys for Defendant World Class Staffing Services LLC

1 Plaintiff Jose Rodriguez (“Plaintiff”) Motion for Preliminary Approval of the Class
2 Settlement (“Motion”) came before this Court, the Honorable Christian Towns, presiding. The
3 Court, having considered the papers submitted in support of the Motion, the Joint Stipulation of
4 Class Action and PAGA Settlement (“Settlement Agreement”) between Plaintiff and Defendants
5 World Class Staffing Services LLC and Star HR, LLC (“Defendants”) (collectively, the
6 “Parties”), and all other papers filed in this action, and good causing appearing, **HEREBY**
7 **ORDERS THE FOLLOWING:**

8 1. The Court grants preliminary approval of the Settlement Agreement and the Class
9 based upon the terms set forth in the Settlement Agreement filed herewith. The Court finds that
10 the Settlement Agreement appears to be fair, adequate, and reasonable and in the best interests of
11 the Class.

12 2. For purposes of this Order, the Class is defined as all current and former non-
13 exempt, hourly employees who worked in California for World Class Staffing Services LLC and
14 had a wage statement issued by Star HR LLC at any point between June 8, 2022 and October 15,
15 2023.

16 3. The Court hereby approves the terms and conditions provided for in the Settlement
17 Agreement. The Court finds that on a preliminary basis the Settlement Agreement falls within the
18 range of reasonableness, including the amount of the PAGA penalties, and appears to be
19 presumptively valid, subject only to any objections that may be raised during the final approval
20 process including at the final fairness hearing. It appears to the Court on a preliminary basis that
21 the settlement is fair, adequate, and reasonable as to all potential Class Members when balanced
22 against the probable outcome of further litigation relating to liability and damages issues. It also
23 appears on a preliminary basis that substantial investigation and research have been conducted so
24 that counsel for the settlement Parties are able to reasonably evaluate their respective positions. It
25 appears to the Court that settlement at this time will avoid substantial additional costs by all
26 settlement Parties, as well as avoid the delay and risks that would be presented by the further
27 prosecution of the Litigation. It also appears on a preliminary basis that settlement has been
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1 reached as a result of intensive, serious, informed, and non-collusive arm's length negotiations by
2 the Parties.

3 4. A final fairness hearing on the question of whether the proposed Settlement
4 Agreement, the allocation of payments to Participating Class Members, payment of attorneys'
5 fees and costs to Class Counsel, the Class Representative Service Payment, payment to the Labor
6 & Workforce Development Agency, payment to Aggrieved Employees, and payment to the
7 Administrator for the settlement administration costs should be finally approved as fair, adequate,
8 and reasonable as to the Class Members is scheduled for _____, 2026 at
9 _____ (Pacific Time), in Department S26.

10 5. The Court approves, as to form and content, the Class Notice to Class Members in
11 substantially the form attached to the Declaration of David S. Winston In Support of Preliminary
12 Approval as Exhibit 6. The form and method of giving notice complies fully with the
13 requirements of California Code of Civil Procedure § 382, California Civil Code § 1781,
14 California Rules of Court 3.766 and 3.769, the California and United States Constitutions,
15 and other applicable law.

16 6. The Court further approves the procedure for Class Members to participate, opt
17 out, and object to the Settlement Agreement as set forth in the Settlement Agreement and Class
18 Notice to Class Members.

19 a. To request exclusion from the Settlement Agreement, a Class Member
20 must send the Administrator a written Request for Exclusion not later than sixty (60)
21 days after the Administrator mails the Class Notice (plus an additional fourteen (14)
22 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a
23 letter or other writing from a Class Member that includes: (i) the full name, address,
24 signature, and should state words to the effect of, "I WISH TO BE EXCLUDED FROM
25 THE SETTLEMENT CLASS IN RODRIGUEZ VS. WORLD CLASS STAFFING
26 SERVICES LLC." or otherwise evidence a clear intent to be excluded from the
27 Settlement. Absent a good cause finding by the Court, Class Members who do not
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1 timely request exclusion by submitting a valid and timely request by the deadline shall
2 be bound by all determinations of the Court, the Settlement Agreement, and Judgment.

3 b. To object to the Settlement, a Class Member Member may appear at the
4 Final Approval and Fairness hearing and make an oral objection or send a written
5 objection to the Settlement Administrator no later than the Response Deadline. All Class
6 Member objections must contain the objecting Class Member's name and current
7 address for correspondence and identity verification purposes, be signed by the Class
8 Member, provide each specific reason in support of the objection, and be postmarked no
9 later than the response deadline. Class Members need not include legal arguments for
10 their written objections to be considered. If an objector also wishes to appear at the Final
11 Approval and Fairness Hearing, in person or through an attorney, he or she need not file
12 a notice of intention to appear at the same time as the objection is filed. Filing a notice
13 of intention to appear is not necessary to preserve the right to appear at the Final
14 Approval and Fairness Hearing.

15 c. If a Class Member submits both a request for exclusion and a written objection,
16 the Settlement Administrator shall attempt to contact and determine whether the Class
17 Member would like to withdraw either the request for exclusion or the objection. If the
18 Class Member does not withdraw the request for exclusion or if the Settlement
19 Administrator cannot contact a Class Member who submits both a request for exclusion
20 and an objection, the request for exclusion shall be valid, and it shall be presumed that
21 the Class Member does not wish to participate in the Settlement.

22 d. Class Members may dispute Defendants' records of the number of workweeks
23 worked during the Class Period by submitting information to the Settlement
24 Administrator no later than 60 days after being mailed the Class Notice by the
25 Settlement Administrator, which is the defined "Response Deadline." The Settlement
26 Administrator will jointly work with the Settlement Class Member and Defendant to
27 resolve disputes in good faith. If the settlement Class Member and Defendant cannot
28 agree over the workweeks to be credited, the Settlement Administrator shall make the

1 final decision based on the information presented by the Settlement Class Member and
2 Defendants.

3 e. The Settlement Administrator will promptly serve copies of any objection on
4 Class Counsel and Defendants' Counsel. Class Counsel shall file the declaration
5 provided by the Settlement Administrator. Class Counsel shall file any responses to
6 objections no later than ten (10) days prior to the Final Approval hearing.

7 7. The Court finds that the procedures and requirements for requesting
8 exclusion from the settlement and making objections in connection with the Final
9 Approval Hearing are intended to ensure the efficient administration of justice and the
10 orderly presentation of any Class Member's objection to the Settlement Agreement, in
11 accordance with the due process rights of all Class Members.

12 8. The Court directs the Settlement Administrator to mail the Notice to Class
13 Members and related documents to Class Members in accordance with the terms of the
14 Settlement Agreement. The Court finds that the dates selected for the mailing and distribution of
15 the Notice, as set forth in the Settlement Agreement, meet the requirements of due process and
16 provide the best notice practicable under the circumstances and shall constitute due and sufficient
17 notice to all persons entitled thereto. The Notice shall provide at least 60 calendar days' notice for
18 Class Members to submit requests for exclusion or to object to the settlement.

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

24 10. For purposes of the settlement only, the Court appoints David S. Winston of
25 Winston Law Group, P.C. as Class Counsel.

26 11. For purposes of the settlement only, the Court appoints Jose Rodriguez as the class
27 representative and PAGA representative.

28 12. The Court appoints ILYM Group, Inc. as the Settlement Administrator.

13. The Court orders the following Implementation Schedule for further proceedings:

a.	Preliminary Approval	_____, 2025
b.	Deadline for Defendant to provide Class Members names, last known mailing addresses, Social Security number, the number of pay periods worked during the Class Period, and the number of pay periods worked during the PAGA Period	Within 14 Calendar Days of the Preliminary Approval Date
c.	Mail Notice to Class Members	Within 28 Days of Preliminary Approval
d.	Deadline for Postmark of Any Request for Exclusion	60 Calendar Days from Mailing of Notices
e.	Deadline for Postmark of Any Objection	60 Calendar Days from Mailing of Notices
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement and supporting documents	16 Court Days before the hearing or as otherwise indicated herein
g.	Deadline for Class Counsel to file Motion for Attorneys' Fees and Costs and Class Representative Service Payment and supporting documents	16 Court Days before the hearing or as otherwise indicated herein
h.	Final Approval and Fairness Hearing	_____
i.	Hearing on Plaintiff's Motion for Attorneys' Fees and Costs	_____

14. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement which are not materially inconsistent with this order or the terms of the Settlement Agreement.

15. IT IS FURTHER ORDERED that, if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the Settlement Agreement, does not occur for any reason, the Settlement Agreement and the proposed Settlement that is the subject of this Order, and all evidence and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement Agreement.

16. Pending the Final Approval Hearing, all proceedings in this action, except those proceedings necessary to carry out or enforce the terms and conditions of the Settlement

1 Agreement and this Order, are hereby stayed.

2 17. The Court expressly reserves the right to adjourn or continue the Final Fairness
3 Hearing from time to time without further notice to members of the Settlement Class.

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5 IT IS SO ORDERED.

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7 DATED: _____

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9 Hon. Christian Towns
10 Judge of the Superior Court
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