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

JASPER MARTINEZ, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

INLAND STAFFING, INC., a California
corporation; 3 WAY THRIFT STORE, INC.,
a California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: CIVSB2428153

*[Assigned for all purposes to the Hon.
Nicole Quintana Winter, Dept. S29]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Final Approval Hearing:

Date: September 23, 2026

Time: 9:00 a.m.

Dept.: S29

Complaint Filed: September 16, 2024

FAC Filed: October 18, 2024

Trial Date: None Set

[PROPOSED] ORDER

Plaintiff Jasper Martinez’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA Settlement came before this Court on September 23, 2026, at 9:00 a.m., in Department S29 of the above-captioned court. Plaintiff now seeks an order granting final approval of the Class Action and PAGA Settlement (“Settlement”) between Plaintiff and Defendants Inland Staffing, Inc. and 3 Way Thrift Store, Inc. (“Defendants”) (collectively, the “Parties”). A true and correct copy of the Class Action and PAGA Settlement Agreement is attached **Exhibit 1** to the Declaration of Conor J.D. Gomez in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, filed March 13, 2026. A true and correct copy of the Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval (“Class Notice”) is attached thereto as **Exhibit A**.

On April 24, 2026, this Court issued an Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”). In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement and the opportunity to request exclusion from it, object, or dispute the allocation of workweeks.

Having received and considered the Agreement, the supporting papers filed by the Parties, and the evidence and argument in conjunction with the Preliminary Approval Order, and the instant Motion for Final Approval and supporting papers, as well as oral argument presented to the Court, the Court **GRANTS** final approval of the Settlement and hereby **ORDERS** and makes the following determinations:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all Participating Class Members.

2. The Court finds that the Class of all individuals who performed work for Defendants, or any of them, in California as an hourly-paid or non-exempt employee of Inland Staffing, Inc., during the Class Period, including current and former employees (“Class Members”) is properly certified for purposes of settlement.

3. “Class Period” means the period from September 16, 2020, through September 6,

2025, inclusive.

4. The Court appoints Plaintiff as Class Representative.

5. The Court appoints Tyler J. Woods, James Yoo, Heriberto Ponce, Ruby Carerra and Karen L. Wallace of Wilshire Law Firm, PLC as Class Counsel.

6. Pursuant to the Preliminary Approval Order, the Class Notice was sent to Class Members by First-Class mail and informed Class Members of the Settlement terms, their right to receive an Individual Class Payment and Individual PAGA Payment, if eligible, their right to opt out of or object to the Settlement, their right to dispute the allocation of workweeks, and their right to appear in person or by counsel at the Final Approval Hearing. Adequate periods of time to respond were provided by these procedures.

7. No Class Member objected to the Settlement.

8. No Class Member requested exclusion from the Settlement.

9. No Class Member disputed the allocation of workweeks.

10. The Court finds and determines that this notice afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding Settlement approval based on Class Members' responses. The Court finds and determines that the notice provided in this case was the best notice practicable and satisfied the requirements of law and due process.

11. The Court finds the Agreement was entered into in good faith, that the Settlement is fair, adequate, and reasonable and that the Settlement satisfies the standards and applicable requirements for final approval under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

12. Class Members who have not opted out ("Participating Class Members") will be bound by the Settlement, except that Class Members who worked for Defendant in California during the PAGA Period from June 20, 2023, through September 6, 2025 ("Aggrieved Employees") will be deemed to release the PAGA claims released by Plaintiff in the Settlement and will receive a portion of the amount set aside for Aggrieved Employees' share of 35% of the PAGA Penalties, regardless of whether they opt out of the Class Settlement.

1 13. The Court finds that Plaintiff notified the Labor and Workforce Development
2 Agency (“LWDA”) of the Settlement in accordance with the notice requirements of California
3 Labor Code § 2699(s).

4 14. No later than thirty (30) days after the Court’s Final Approval of the Settlement as
5 defined in the Agreement, Defendants will transfer the Gross Settlement Amount (“GSA”) of
6 \$225,000.00 to the Administrator.

7 15. Within seven (7) days after Defendants fully fund the GSA and the Effective Date
8 has passed, the Administrator will mail checks for all Individual Class Payments, all Individual
9 PAGA Payments, the LWDA PAGA Payment, Administration Costs, the Class Counsel Fees
10 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
11 Payment. Disbursement of the Class Counsel Fees and Litigation Expenses Payments and the Class
12 Representative Service Payment shall not precede disbursement of Individual Class Payments and
13 Individual PAGA Payments.

14 16. The “Effective Date” is the date by which both of the following have occurred: (a)
15 the Court enters a Judgment on its Order Granting Final Approval of the Settlement (“Final
16 Approval Order”); and (b) the Judgment is final. Because no Participating Class Member objected
17 to the Settlement, the Judgment is final the day it is entered by the Court.

18 17. In addition to any recovery Plaintiff may receive under the Settlement as a
19 Participating Class Member, and in recognition of Plaintiff’s efforts on behalf of the Class, the
20 Court hereby finally approves a Class Representative Service Payment in the amount of
21 \$10,000.00.

22 18. The Court finally approves PAGA Penalties in the amount of \$11,250.00 to settle all
23 claims for civil penalties under PAGA, allocated 65% (\$7,312.50) to the LWDA and 35%
24 (\$3,937.50) to Aggrieved Employees on a pro rata basis as Individual PAGA Payments. The Court
25 finds and determines that such payment is fair, adequate, and reasonable.

26 19. The Court finally approves payment the Class Counsel Fees Payment in the amount
27 of \$75,000.00, and the Class Counsel Litigation Expenses Payment in the amount \$ 22,600.35.
28 Both are reasonable amounts. The reasonableness of the fee award is determined based on a

percentage of the common fund obtained for the Class, cross-checked by Class Counsel's lodestar.

20. The Court finally approves Administration Costs in the amount of \$16,750.00 to the Administrator, Phoenix Settlement Administrators.

21. The remainder of the GSA ("Net Settlement Amount") will be disbursed on a pro rata basis to Participating Class Members as Individual Class Payments. Checks for Individual Class Payments and Individual PAGA Payments, if eligible, will be valid for 180 days after mailing by the Administrator ("Void Date"). If a Class Member fails to cash his or her Individual Class Payment check or Individual PAGA Payment check before the Void Date, the Administrator will remit the funds represented by the check to the California State Controller's Office Unclaimed Property Fund in the Class Member's name.

22. Effective on the date when Defendants fully fund the GSA and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, and Class Counsel will release claims against all Released Parties as follows:

- (a) Released Class Claims: "Plaintiff and the Class Members (other than those who submit timely and valid Requests for Exclusion) will release the Released Parties from any and all claims arising during the Class Period which were asserted in the Operative Complaint filed in the Action, and any further amended pleadings as necessary, or which could have been asserted based on the factual allegations stated in the Operative Complaint filed in the Action, and any further amended pleadings as necessary, including, but not limited to, claims for (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to provide reporting time pay; (8) failure to indemnify employees for expenditures; and (9) violation of Business & Professions Code § 17200 based on the allegations in the Operative Complaint, through the Class Period. This also includes, but is not limited to, any and all claims alleged or that could have been alleged based

on the facts of Plaintiff's Operative Complaint or any further amended complaint for unpaid wages, economic damages, noneconomic damages, any other damages, civil or statutory penalties, waiting time penalties, liquidated damages, and all other associated damages and/or penalties, including, but not limited to, any and all claims under California Code of Civil Procedure §§ 382, 1021.5, Labor Code §§ 201, 202, 203, 204 et seq., 218.5, 218.6, 226, 226.7, 246, 510, 512, 1174, 1194, 1194.2, 1197, 1198, and 2802, or California Code of Regulations, Title 8, Section 11040, Subdivision 5(A), California Business & Professions Code §§ 17200 et seq., or the applicable IWC Wage Orders, and any and all claims or potential claims for lost wages and/or benefits, consequential economic damages, other economic damages, punitive damages, any other damages, attorneys' fees and costs and interest, through the Class Period (the "Class Release"). For the avoidance of doubt, this Class release applies only to Plaintiff and Class Members (other than those who submit timely and valid Requests for Exclusion) for any and all claims arising during the Class Period which were asserted in the Operative Complaint, and any further amended pleadings as necessary, or which could have been asserted based on the factual allegations stated in the Operative Complaint."

- (b) Released PAGA Claims: "The Plaintiff and the Aggrieved Employees, the State of California, and the LWDA will release the Released Parties from any and all claims under PAGA arising during the PAGA Period (a) which were asserted against Defendants in Plaintiff's PAGA Notices, as amended, and any further LWDA notice letter(s) as necessary (collectively "LWDA Notice Letters"), and/or the Operative Complaint filed in the Action, and any further pleadings as necessary, or (b) which could have been asserted based on the factual allegations stated in Plaintiff's LWDA Notice Letters and/or the Operative Complaint filed in the Action, and any further amended pleadings as necessary. This also includes, but is not limited to, any and all PAGA claims alleged or that could have been alleged

1 based on the facts of Plaintiff's LWDA Notice Letters or any complaint, including,
2 but not limited to, claims for civil penalties under California Code of Civil
3 Procedure §§ 382, 1021.5, Labor Code §§ 201, 202, 203, 204 et seq., 210, 213, 216,
4 218.5, 218.6, 223, 225.5, 226, 226.3, 226.6, 226.7, 245-249, 432.5, 510, 512, 558,
5 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2810.5, and
6 2698, et seq., or California Code of Regulations, Title 8, § 11040, Subdivision 5(A),
7 California Business & Professions Code §§ 17200 et seq., or the applicable IWC
8 Wage Orders, and any and all claims or potential claims for lost wages and/or
9 benefits, consequential economic damages, other economic damages, punitive
10 damages, any other damages, attorneys' fees and costs and interest, through the
11 PAGA Period (collectively, the "Released PAGA Claims"). There shall be no right
12 to opt-out of the Settlement for the Aggrieved Employees and the judgment on this
13 Settlement will have res judicata effect as to the Released PAGA Claims for all
14 Aggrieved Employees."

15 23. "Released Parties" means Defendants and Defendants' past, present, and future
16 owners, officers, directors, managers, agents, employees, attorneys, insurers, predecessors,
17 successors, shareholders, trustees, representatives, administrators, fiduciaries, assigns, subrogees,
18 executors, partners, parents, subsidiaries, managed service providers, clients, client's facilities
19 where Class Members and Aggrieved Employees performed work for Defendants, any and all
20 entities that operate those facilities, any and all alleged joint employers, privies, and/or any and all
21 persons and/or corporate entities acting by, through, under, or in concert with any of them.

22 24. The Parties and the Administrator are hereby ordered to comply with the terms of
23 the Agreement.

24 25. The Parties shall bear their own respective attorneys' fees and costs, except as
25 otherwise provided in the Agreement and this Judgment and Final Approval Order.

26 26. Without affecting the finality of this order in any way, pursuant to California Code
27 of Civil Procedure section 664.6, the Court retains jurisdiction of all matters relating to the
28 interpretation, administration, implementation, effectuation, and enforcement of this order and the

1 Settlement.

2 27. The Court hereby enters final judgment in accordance with the terms of the
3 Agreement, the Preliminary Approval Order, and this Final Approval Order, subject to the Court's
4 continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to
5 California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Agreement, (b)
6 addressing settlement administration, and (c) addressing such post-Judgment matters as may be
7 appropriate under court rules or applicable law.

8 28. A Compliance Hearing is set for _____, at _____ a.m./p.m. in Department
9 S29 of the above-captioned court.

10 29. A final report from the Administrator confirming that disbursements were made
11 pursuant to the Agreement shall be filed no later than 10 court days prior to the Compliance
12 Hearing. If the Court is satisfied that the Settlement funds have been fully distributed, no
13 appearance will be required at the Compliance Hearing.

14 **IT IS SO ORDERED.**

15 Dated: _____

16 HONORABLE NICOLE QUINTANA WINTER
17 JUDGE OF THE SUPERIOR COURT
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