

WILSHIRE LAW FIRM, PLC

Tyler J. Woods, Esq. (SBN 232464)

tyler.woods@wilshirelawfirm.com

James Yoo, Esq. (SBN 310680)

james.yoo@wilshirelawfirm.com

Ruby Carrera, Esq. (SBN 343745)

ruby.carrera@wilshirelawfirm.com

Alan Wilcox (SBN 287476)

alan.wilcox@wilshirelawfirm.com

Conor Gomez (SBN 337395)

conor.gomez@wilshirelawfirm.com

Lucy Nguyen (SBN 338783)

lucy.nguyen@wilshirelawfirm.com

660 S. Figueroa Street, Sky Lobby

Los Angeles, California 90017

Telephone: (213) 381-9988

Facsimile: (213) 381-9989

Attorneys for Plaintiff

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,

vs.

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 to Hon. Nicole Quintana Winter,
Dept. S29

Complaint Filed: September 16, 2024

FAC Filed: October 18, 2024

Trial Date: None Set

CLASS & REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: April 21, 2026

Time: 9:00 a.m.

Dept: S29

The Court has before it Plaintiff Jasper Martinez's ("Plaintiff" or "Class Representative") Motion for Preliminary Approval of Class Action Settlement (the "Motion"). Having reviewed the Motion along with the accompanying papers, the Class Action and PAGA Settlement Agreement (which is referred to here as the "Settlement" or "Settlement

Agreement”), and good cause appearing, the Court hereby finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, just, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Class (as defined below) based upon the terms set forth in the Settlement Agreement between Plaintiff and Defendants Inland Staffing, Inc. and 3 Way Thrift Store, Inc. (“Defendants,” and together with Plaintiff, the “Parties”). A true and correct copy of the Settlement Agreement is attached to the Declaration of Conor J.D. Gomez in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1**.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the final approval hearing and final approval by this Court. The Court notes that the Gross Settlement Amount is \$225,000.00 (the “Gross Settlement Amount”) and it is to cover (a) settlement payments to Class Members (as defined below) who do not validly opt out; (b) a \$11,250.00 payment (the “PAGA Penalties”) for the Settlement of claims for penalties under the Private Attorneys General Act (“PAGA”), with 65% of which (\$7,312.50) being paid to the LWDA (the “LWDA Payment”) and 35% (\$3,937.50) being paid to eligible “Aggrieved Employees” (as defined in the Settlement Agreement); (c) an enhancement award of up to \$10,000.00 for Plaintiff (the “Enhancement Award”); (d) Class Counsel’s attorneys’ fees not to exceed one-third of the Gross Settlement Amount (\$75,000.00) (the “Class Counsel Fees Payment”), and up to \$25,000.00 in costs for actual litigation expenses incurred by Class Counsel (the “Class Counsel Litigation Expenses Payment”); and (e) a payment to Phoenix Class Action Administration Solutions (the “Settlement Administrator”) of up to \$16,750.00 (the “Administration Costs”).

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is fair, just, reasonable, and adequate to the Class when balanced against the probable outcome of

1 further litigation relating to class certification, liability and damages issues, and potential
2 appeals; (2) significant informal discovery, investigation, research, and litigation have been
3 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
4 respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that
5 would be presented by the further prosecution of the litigation; and (4) the proposed Settlement
6 has been reached as the result of intensive, serious, and non-collusive negotiations between the
7 Parties with the assistance of a well-respected class action mediator. Accordingly, the Court
8 preliminarily finds that the Settlement Agreement was entered into in good faith.

9 4. A final fairness hearing on the question of whether the proposed Settlement, Class
10 Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the LWDA Payment
11 for its share of the settlement of claims for penalties under the PAGA, and the Plaintiff's
12 Enhancement Award should be finally approved as fair, just, reasonable and adequate as to the
13 Class is hereby set in accordance with the implementation schedule set forth below.

14 5. For settlement purposes only, the Court provisionally certifies the Class (all
15 individuals who performed work for Defendants, or any of them, in California as an hourly-paid
16 or non-exempt employee of Inland Staffing, Inc., during the Class Period, including current and
17 former employees (each a "Class Member(s)" collectively the "Class")).

18 6. The Court finds, for settlement purposes only, that the Class meets the
19 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
20 Class Members are so numerous that joinder is impractical; (2) there are questions of law and
21 fact that are common, or of general interest, to all Class Members, which predominate over
22 individual issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4)
23 Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members;
24 and (5) a class action is superior to other available methods for the fair and efficient adjudication
25 of the controversy.

26 7. The Court appoints as Class Representative, for settlement purposes only,
27 Plaintiff Jasper Martinez. The Court further preliminarily approves Plaintiff's ability to request
28 the Enhancement Award.

8. The Court appoints, for settlement purposes only, Tyler J. Woods, James Yoo, Heriberto Ponce, Ruby Carrera, Alan Wilcox, Lucy Nguyen and Conor Gomez of Wilshire Law Firm, PLC as “Class Counsel”. The Court further preliminarily approves Class Counsel’s ability to request the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

9. The Court appoints Phoenix Class Action Administration Solutions as the Settlement Administrator with the Settlement Administrator Payment not to exceed \$16,750.00.

10. The Court approves, as to form and content the class notice, attached to the Settlement Agreement (the “Class Notice”). The Court finds on a preliminary basis that the plan for distribution of the Class Notice to Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

11. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

12. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

13. The Court orders the following implementation schedule:

Defendants to provide Class Data to the Settlement Administrator	Within 7 business days after the Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Class Notice	Within 14 days after receipt of the Class Data from the Defendants
Response Deadline	60 days after Class Notice is mailed out by the Settlement Administrator 14 days additional days for any notices that were resent
Deadline to file Motion for Final Approval, Request for Attorneys’ Fees and Costs, and Service Award to Plaintiffs	16 court days before hearing on Motion for Final Approval

Final Approval Hearing

_____ at _____ a.m./p.m., or
first available date thereafter, in Department
S29. The hearing may be continued to
another date without further notice to the
Class Members.

14. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the Settlement, are stayed.

15. _____

_____.

IT IS SO ORDERED.

DATE:

Hon. Nicole Quintana Winter
San Bernardino County Superior Court