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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

LEONOR JULISSA PEREIRA, individually, on
behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons,

Plaintiff,

vs.

WESTSTAR PROPERTY MANAGEMENT,
INC., a California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 24STCV26951

*[Assigned for All Purposes to the Hon.
Laura A. Seigle, Dept. 17]*

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

Final Approval Hearing:

Date: June 16, 2026

Time: 9:00 a.m.

Dept: 17

Action Filed: October 15, 2024

1 Plaintiff Leonor Julissa Pereira’s (“Plaintiff”) Motion for Final Approval of Class Action
2 and PAGA Settlement came before this Court on February 11, 2026, at 9:00 a.m., in Department
3 17 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse,
4 located 312 N. Spring Street, Los Angeles, California 90012. Plaintiff now seeks an order
5 granting final approval of the First Amended Class Action and PAGA Settlement Agreement
6 (“Settlement” or “Settlement Agreement”) between Plaintiff and Defendant Weststar Property
7 Management, Inc. (“Defendant”) (Plaintiff and Defendant collectively, the “Parties”), a copy of
8 which is attached to the Declaration of Arman A. Salehi Re: First Amended Settlement
9 Agreement and Class Notice as **Exhibit 1**. On February 11, 2026, this Court issued an Order
10 Granting Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement
11 (“Preliminary Approval Order”). In accordance with the Preliminary Approval Order, Class
12 Members have been given notice of the terms of the Settlement and the opportunity to comment
13 on or object to it or to exclude themselves from its provisions.

14 Having received and considered the Settlement Agreement, the supporting papers filed
15 by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary
16 Approval of Class Action and PAGA Settlement granted on February 11, 2026, and the instant
17 Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as
18 well as oral argument presented to the Court, the Court grants final approval of the Settlement
19 and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

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

22 2. The Court finds that the Class, as defined below, is properly certified as a class for
23 settlement purposes only:

24 all current or former hourly paid or non-exempt employees of Defendant
25 employed by Defendant in the state of California at any time during the
Class Period.

26 3. “Class Period” means the period from June 20, 2020, to May 7, 2025.

27 4. The Court appoints Plaintiff Leonor Julissa Pereira as class representative for
28 settlement purposes only.

1 5. The Court appoints John G. Yslas, Arrash T. Fattahi, Arman A. Salehi, and
2 Courtney M. Miller of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

3 6. Pursuant to the Preliminary Approval Order, a Class Notice was sent to each Class
4 Member by first-class mail. These papers informed Class Members of the terms of the Settlement,
5 their right to object to the Settlement, opt out of the Settlement, and appear in person or by counsel
6 at the final approval hearing and be heard regarding approval of the Settlement. Adequate periods
7 of time were provided by each of these procedures.

8 7. No Class Members objected to the Settlement.

9 8. Two (2) Class Members requested exclusion from the Settlement, Richard Kim and
10 Dakota Stagger.

11 9. The Court finds and determines that this notice procedure afforded adequate
12 protections to Class Members and provides the basis for the Court to make an informed decision
13 regarding approval of the Settlement based on the responses of Class Members. The Court finds
14 and determines that the notice provided in this case was the best notice practicable, which satisfied
15 the requirements of law and due process.

16 10. The Court finds the Settlement was entered into in good faith, that the Settlement is
17 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
18 requirements for final approval of this class action settlement under California law, including the
19 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
20 3.769.

21 11. Class Members who have not opted out will be bound by the Settlement, except that
22 Aggrieved Employees will release the PAGA claims released in the Settlement and will receive a
23 portion of the amount set aside for their share of the settlement of civil penalties, regardless of
24 whether they opt out of the Settlement.

25 12. The Court finds that Plaintiff notified the Labor and Workforce Development
26 Agency (“LWDA”) of the Settlement in accordance with the notice requirements of California
27 Labor Code § 2699(s).

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1 13. No later than fourteen (14) days after the Effective Date as defined in the Settlement
2 Agreement, Defendant will transfer the Gross Settlement Amount \$345,000.00 to the Settlement
3 Administrator.

4 14. Within 10 days after Defendant fully funds the Gross Settlement Amount, the
5 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
6 the LWDA PAGA Payment, the Administration Costs Payment, the Class Counsel Fees Payment,
7 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
8 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment,
9 and the Class Representative Service Payment shall not precede disbursement of Individual Class
10 Payments and Individual PAGA Payments.

11 15. In addition to any recovery Plaintiff may receive under the Settlement, and in
12 recognition of Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves
13 payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff
14 Leonor Julissa Pereira in the amount of \$10,000.00.

15 16. The Court approves payment from the Gross Settlement Amount for civil penalties
16 under PAGA in the amount of \$20,000.00 with the LWDA to receive 65% (\$13,000.00), and the
17 remaining 35% (\$7,000.00) to be distributed to Aggrieved Employees, defined as all current or
18 former hourly paid or non-exempt employees of Defendant employed by Defendant in the state of
19 California at any time during the period from April 19, 2023, to May 7, 2025 ("PAGA Period").
20 The Court finds and determines that such payment is fair, reasonable, and appropriate.

21 17. The Court approves payment from the Gross Settlement Amount for attorneys' fees
22 to Class Counsel in the amount of \$115,000.00, and the reimbursement of litigation costs in the
23 amount of \$18,882.65. Both are reasonable amounts. The reasonableness of the fee award is
24 determined based on a reasonable percentage of the common fund obtained for the Class. The
25 Court also has considered the "lodestar amount." Awarding fees on a percentage basis encourages
26 efficient litigation practices and reflects the actual benefit obtained for the Class.

27 18. The Court approves payment from the Gross Settlement Amount in the amount of
28 \$5,990.00 to the Settlement Administrator, Apex Class Action Administration for its performance

1 of settlement administration services.

2 19. Individual Settlement Payments checks will be valid for one hundred eighty (180)
3 days after mailing by the Settlement Administrator. If a Class Member fails to cash the check for
4 his or her Individual Settlement Payment within one hundred and eighty (180) days after it is
5 mailed to the Class Member, the Settlement Administrator will distribute the funds represented by
6 the check to the California State Controller's Office, Unclaimed Property Division, in the name of
7 the Class Member.

8 20. Effective on the date when Defendant fully funds the Gross Settlement Amount and
9 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
10 Class Members, and Class Counsel will release claims against all Released Parties as follows:

11 (a) Released Class Claims: "Plaintiff and all Participating Class Members, on
12 behalf of themselves and their respective representatives, agents, attorneys, heirs,
13 administrators, successors, and assigns, release and forever discharge Released Parties, for the
14 duration of the Class Period, from all claims, rights, demands, damages, liabilities, and causes
15 of action, in law or in equity based on the factual allegations and statutes asserted or that could
16 have reasonably been asserted in the Action as defined herein against Defendant, including
17 claims under Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 226.8, 246,
18 510, 512, 515, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1,
19 1198, 1199, 2802, provisions of the Industrial Welfare Commission Wage Order(s), and
20 California Business & Professions Code § 17200 et seq. and any associated penalties, whether
21 civil or statutory in nature, interest, attorneys' fees and costs, or any other associated damages,
22 and all other alleged violations of the Labor Code and Business and Professions Code section
23 17200, *et seq.*. The Released Class Claims are those that accrued during the Class Period."

24 (b) Released PAGA Claims: "Plaintiff and all Aggrieved Employees on behalf
25 of themselves and their respective representatives, agents, attorneys, heirs, administrators,
26 successors, and assigns and the State of California (to the extent Plaintiff is permitted to provide
27 such a release for the State of California for the PAGA Period), release and forever discharge
28 Released Parties, for the duration of the PAGA Period, from all claims for PAGA civil penalties

1 based on the factual allegations and statutes asserted in the Action as defined herein against
2 Defendant, based upon or arising out of Defendant's alleged violations of Labor Code sections
3 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 226.8, 246, 510, 512, 515, 558, 558.1, 1102.5,
4 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 11971.1, 1198, 1199, 2699(f)(2), 2802,
5 provisions of the Industrial Welfare Commission Wage Order(s), and California Business &
6 Professions Code § 17200 *et seq.* The Released PAGA Claims are those that accrued during the
7 PAGA Period."

8 21. The Parties and Administrator are hereby ordered to comply with the terms of the
9 Settlement.

10 22. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs
11 except as otherwise provided in the Settlement and this Judgment and Order Granting Final
12 Approval of Class Action and PAGA Settlement.

13 23. Without affecting the finality of this order in any way, pursuant to California Code
14 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
15 interpretation, administration, implementation, effectuation, and enforcement of this order and the
16 Settlement.

17 24. The Court hereby enters final judgment in accordance with the terms of the
18 Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and
19 PAGA Settlement, and this Order Granting Plaintiff's Motion for Final Approval of Class Action
20 and PAGA Settlement, subject to the Court's retention of continuing jurisdiction over the Action
21 and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
22 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)
23 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

24 25. A Settlement Compliance Hearing is set for _____, at _____
25 a.m./p.m. or a date and time soon thereafter more convenient for the Court:
26 _____, at _____ a.m./p.m. in Department 17 of the above-captioned Court.

27 26. A final report from the Settlement Administrator indicating that disbursements were
28 made pursuant to the Settlement shall be filed no later than 15 days prior to the Settlement

1 Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed,
2 no appearance will be required at the Settlement Compliance Hearing.

3 **IT IS SO ORDERED.**

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5 Dated: _____

6 HON. LAURA A. SEIGLE
7 JUDGE OF THE SUPERIOR COURT
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