

Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
Arman A. Salehi (SBN 351112)
arman.salehi@wilshirelawfirm.com
Emily K. Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
Courtney M. Miller (SBN 327850)
courtney.miller@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles

FEB 11 2026

David W. Slayton, Executive Officer/Clerk of Court

By: N. Navarro, Deputy

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~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Preliminary Approval Hearing:

Date: February 11, 2026

Time: 9:00 a.m.

Dept: 17

Complaint filed: October 15, 2024

FAC filed: February 2, 2026

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[PROPOSED] ORDER

The Motion for Preliminary Approval of Class Action and PAGA Settlement came before this Court on February 11, 2026, at 9:00 a.m., in Department 17 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, located 312 N. Spring Street, Los Angeles, California 90012. The Court, having considered the proposed First Amended Class Action and PAGA Settlement Agreement entered into by and between Plaintiff Leonor Julissa Pereira ("Plaintiff") and Defendant Weststar Property Management, Inc. ("Defendant," and together with Plaintiff, the "Parties"), attached as **Exhibit 1** to the Declaration of Arman A. Salehi Re: First Amended Settlement Agreement and Class Notice (hereinafter collectively, the "Settlement" or "Settlement Agreement"); having considered the Motion for Preliminary Approval of Class Action and PAGA Settlement; having considered the points and authorities and declarations submitted by the Parties in support thereof; and good cause appearing, **HEREBY ORDERS THE FOLLOWING:**

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Settlement Agreement between the Parties, attached to the Declaration of Arman A. Salehi Re: First Amended Settlement Agreement and Class Notice 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. Defendant has agreed to pay \$345,000.00 to cover (a) Individual Class Payments to Participating Class Members (class members who do not validly opt out); (b) Private Attorneys General Act ("PAGA") Penalties in the amount of \$20,000.00 with 65% (\$13,000.00) allocated to the California Labor & Workforce Development Agency ("LWDA") PAGA Payment and 35% (\$7,000.00) allocated to the Individual PAGA Payments to be paid to aggrieved employees; (c) Class Representative Service Payment of up to \$10,000.00; (d) Class Counsel Fees Payment not to exceed one third (1/3) of the Gross Settlement Amount

1 (\$115,000.00) and Class Counsel Litigation Expenses Payment up to \$25,000.00 for actual
2 litigation expenses incurred by Class Counsel; and (e) Administrator Expenses Payment not to
3 exceed \$5,990.00.

4 3. The Court preliminarily finds that the terms of the Settlement appear to be within
5 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
6 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
7 and reasonable to the class members when balanced against the probable outcome of further
8 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
9 significant informal discovery, investigation, research, and litigation have been conducted such
10 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
11 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
12 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
13 the result of intensive, serious, and non-collusive negotiations between the Parties with the
14 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
15 that the Settlement Agreement was entered into in good faith.

16 4. A final approval hearing on the question of whether the proposed Settlement,
17 attorneys' fees and costs to Class Counsel, payment to the LWDA and aggrieved employees for
18 their share of the settlement of claims for penalties under the PAGA, and the Class
19 Representative Service Payment should be finally approved as fair, reasonable and adequate as
20 to the members of the Class is hereby set in accordance with the Implementation Schedule set
21 forth below.

22 5. The Court provisionally certifies for settlement purposes only the following class
23 (the "Settlement Class"): "all current or former hourly paid or non-exempt employees of
24 Defendant employed by Defendant in the state of California at any time during the Class
25 Period."

26 6. "Class Period" means the period from June 20, 2020, to May 7, 2025.

27 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
28 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the

1 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
2 of law and fact that are common, or of general interest, to all Settlement Class Members, which
3 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
4 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
5 the interests of the Settlement Class Members; and (5) a class action is superior to other
6 available methods for the fair and efficient adjudication of the controversy.

7 8. The Court appoints as Class Representative, for settlement purposes only,
8 Plaintiff Leonor Julissa Pereira. The Court further preliminarily approves Plaintiff's ability to
9 request a Class Representative Service Payment up to \$10,000.00.

10 9. The Court appoints, for settlement purposes only, Arrash T. Fattahi, Arman A.
11 Salehi, Emily K. Borman, and Courtney M. Miller of Wilshire Law Firm, PLC as Class Counsel.
12 The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of
13 up to one third (1/3) of the Gross Settlement Amount (\$115,000.00), and costs not to exceed
14 \$25,000.00.

15 10. The Court appoints Apex Class Action Administration as the Settlement
16 Administrator with reasonable administration costs estimated not to exceed \$5,990.00.

17 11. The Court approves, as to form and content the Class Notice, attached to the
18 Declaration of Arman A. Salehi Re: First Amended Settlement Agreement and Class Notice as
19 **Exhibit 2**. The Court finds on a preliminary basis that plan for distribution of the Class Notice
20 to Settlement Class Members satisfies due process, provides the best notice practicable under
21 the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

22 12. The Parties are ordered to carry out the Settlement according to the terms of the
23 Settlement Agreement.

24 13. Any class member who does not timely and validly request exclusion from the
25 Settlement may object to the Settlement Agreement.

26 ///

27 ///

28 ///

14. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Administrator	15 days after the Court grants Preliminary Approval of the Settlement
Class Notice: Last day for Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Data
Response Deadline: Last day for Class Members to submit written objections, challenges to workweeks and/or pay periods, and requests for exclusion	45 days after Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)
Filing Deadline: Last day to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Payment to Plaintiff	16 court days before the Final Approval Hearing
Final Approval Hearing	<u>June 16</u> , 2026, at <u>9:00</u> a.m./ p.m. in Dept. 17 of the above-referenced Court.

15. 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.

IT IS SO ORDERED.

DATE: 2/11/2026

Laura Seigle

HON. LAURA A. SEIGLE
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

Pereira v. Weststar Property Management, Inc., et al.
24STCV26951

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Jonathan Austin, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa Street, Sky Lobby, Los Angeles, California 90017. My electronic service address is jonathan.austin@wilshirelawfirm.com.

On February 9, 2026, I served the foregoing [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Christine D. Baran (SBN 158603)
cbaran@fisherphillips.com
 Kari E. Gibson (SBN 293418)
kgibson@fisherphillips.com
FISHER & PHILLIPS LLP
 2050 Main Street, Suite 1000
 Irvine, California 92614
 Telephone: (949) 851-2424
 Facsimile: (949) 851-0152

Attorneys for Defendant

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service address listed above via third-party cloud service **CASEANYWHERE.**

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed this **February 9, 2026**, at Los Angeles, California.

Jonathan Austin
Jonathan Austin