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**FILED**  
Superior Court of California  
County of Los Angeles  
**09/18/2025**

David W. Slayton, Executive Officer / Clerk of Court  
By:                     E. Muñoz                     Deputy

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES**

10 ANDREW CARMONA, an individual and on  
11 behalf of all others similarly situated;

12 Plaintiff,

13 vs.

14 WESTERN HOLDINGS GROUP, a California  
15 Corporation; and DOES 1 through 50,

16 Defendants.

Case No.: 23STCV24028

[Assigned for All Purposes to:  
Hon. William F. Highberger, Dept. 10]

**~~(PROPOSED)~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

(Filed concurrently with Motion for  
Preliminary Approval; Supporting  
Declarations; and [Proposed] Order)

DATE: September 18, 2025  
TIME: 10:30 a.m.  
DEPT: 10

Action Filed: October 3, 2023  
Trial Date: Not Set



1 Individual Class Payments to Participating Class Members.

2           3.       The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is fair  
3 and reasonable to the Class Members when balanced against the probable outcome of further  
4 litigation relating to class certification, liability and damages issues, and potential appeals; (2)  
5 significant formal and informal discovery, investigation, research, and litigation have been  
6 conducted such that counsel for the respective Parties at this time are able to reasonably evaluate  
7 their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks  
8 that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement  
9 has been reached as the result of serious, informed, adversarial, and arms-length negotiations  
10 between the Parties. Accordingly, the Court preliminarily finds that the Settlement was entered into  
11 in good faith and meets the requirements for preliminary approval.

12           4.       A Final Approval Hearing on the question of whether the proposed Settlement, Class  
13 Counsel Fees Payment and Litigation Expenses Payment, Administration Expense Payment, and the  
14 Class Representative Service Payment should be finally approved as fair, reasonable, and adequate  
15 as to the members of the Class is hereby set in accordance with the Implementation Schedule set  
16 forth below.

17           5.       The Court provisionally certifies, for settlement purposes only, the following Class:  
18 “All current and former non-exempt or hourly paid employees who worked for Defendant Western  
19 Holdings Group within the State of California during the Class Period.” The “Class Period” means  
20 the period from October 3, 2019 to August 15, 2023. Excluded from the Class will be any Class  
21 Member who opts out of the Settlement by sending the Administrator a timely and valid request to  
22 opt out of the Settlement.

23           6.       Release of Claims. The release provisions of the Settlement, as set forth below, are  
24 provisionally approved:

25           a.       Released Parties. “Released Parties” means Defendant and its former and  
26 present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,  
27 successors, assigns, subsidiaries, and affiliates.

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1           b.       Release of Class Claims by Participating Class Members. Effective on the  
2 date when Defendant fully funds the entire Gross Settlement Amount and funds all employer  
3 payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class  
4 Members, on behalf of themselves and their respective former and present representatives, agents,  
5 attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims  
6 that were alleged, or reasonably could have been alleged, based on the facts alleged in the Operative  
7 Complaint arising during the Class Period, including unpaid wages (including minimum wage and  
8 regular rate wages), overtime, missed meal and rest periods, waiting time penalties, payroll  
9 stub/wage statement violations, and unfair business practices (“Released Class Claims”).  
10 Participating Class Members do not release any other claims, including claims for vested benefits,  
11 wrongful termination, violation of the Fair Employment and Housing Act, unemployment  
12 insurance, disability, social security, workers’ compensation, or claims based on facts occurring  
13 outside the Class Period.

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

21           8.       The Court appoints, for settlement purposes only, Plaintiff as the Class  
22 Representative. The Court approves, on a preliminary basis, payment of a Class Representative  
23 Service Payment to Plaintiff of up to \$5,000.00 from the Gross Settlement Amount, in addition to  
24 the amount Plaintiff is eligible to receive as a Class Member, for Plaintiff’s contributions and  
25 participation in the litigation, for the risks and duties attendant to Plaintiff’s role as the Class  
26 Representative, and for Plaintiff’s general release of claims against the Released Parties. To the  
27 extent the final amount awarded is less, the remainder will be retained in the Net Settlement  
28 Amount for distribution to Participating Class Members.

1           9.       The Court appoints, for settlement purposes only, Plaintiff’s Counsel William C.  
2 Sung and Tiffany L. Luu of Justice for Workers, P.C., as Class Counsel. The Court approves, on a  
3 preliminary basis, Class Counsel Fee Payment up to one-third of the Gross Settlement Amount  
4 (currently estimated to be \$33,333.33) as reasonable attorney’s fees and Class Counsel Litigation  
5 Expenses Payment for reimbursement of actual costs not to exceed \$20,000.00, payable from the  
6 Gross Settlement Amount. To the extent actual costs are less and/or the final amounts awarded for  
7 fees and/or costs are less, the remainder will be retained in the Net Settlement Amount for  
8 distribution to Participating Class Members.

9           10.      The Court appoints Apex Class Action LLC as the Administrator with payment,  
10 payable from the Gross Settlement Amount, for Administration Expenses Payment not to exceed  
11 \$4,645.00, except upon a showing of good cause and as approved by the Court. To the extent  
12 administration costs are less, the remainder will be retained in the Net Settlement Amount for  
13 distribution to Participating Class Members.

14           11.      The Administrator shall perform services and duties as provided for in the Settlement  
15 and its bid, including, but not limited to, mailing the Class Notice via first-class U.S. Mail, in  
16 English and Spanish, to Class Members. Class Members shall not be required to submit a claim  
17 form to receive Individual Class Payments.

18           12.      The Court approves the Class Notice in substantially similar form and content as is  
19 attached to the Settlement as Exhibit A. The Court finds, on a preliminary basis, that the plan for  
20 distribution of the Class Notice satisfies due process, provides the best notice practicable under the  
21 circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

22           13.      The obligations set forth in the Settlement are deemed part of this Preliminary  
23 Approval Order, and the Parties and Administrator are ordered to carry out the Settlement according  
24 to its terms and provisions.

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1           14.     The Court orders the following Implementation Schedule:

2     Defendant to provide the Administrator 3     with the Class Data	Within 15 calendar days after entry of this Preliminary Approval Order
4     Administrator to mail the Class Notice	Within 14 calendar days after receiving the Class Data from Defendant
5     Response Deadline for Class Members	Within 45 calendar days after the Administrator mails 6     the Class Notice (extended by 14 calendar days for any re-mailed initial Class Notices)
7     Last Day to File a Motion for Final 8     Approval of Class Action Settlement	At least 16 court days before the Final Approval Hearing:
9     Final Approval Hearing	<u>1/29/26</u> , 2025/2026 at <u>9</u> a.m.

10           15.     The Court reserves the right to continue the date of the Final Approval Hearing  
11 without further notice to Class Members.

12           16.     The Settlement is preliminarily approved but is not an admission by Defendant of the  
13 validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of  
14 law. Neither the Settlement nor any related document shall be offered or received in evidence in any  
15 civil, criminal, or administrative action or proceeding other than as may be necessary to  
16 consummate or enforce the Settlement.

17           **IT IS SO ORDERED.**

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19 Dated: 9/18, 2025

  
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Hon. William F. Highberger  
Judge of the Superior Court