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FILED
Superior Court of California
County of Los Angeles
02/03/2026
David W. Slayton, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

6 Attorneys for Plaintiff ANDREW CARMONA

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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
Corporation; and DOES 1 through 50,
15 Defendants.
16

Case No.: 23STCV24028
[Assigned for All Purposes to:
Hon. William F. Highberger, Dept. 10]
**(AMENDED ~~PROPOSED~~) JUDGMENT
AND ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, CLASS
REPRESENTATIVE SERVICE
PAYMENT, AND ATTORNEY'S FEES
AND COSTS**
(Filed concurrently with Motion for Final
Approval and Supporting Declarations)
DATE: January 29, 2026
TIME: 9:00 a.m.
DEPT: 10

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

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1 The Motion of Plaintiff Andrew Carmona (“Plaintiff”) for Final Approval of Class Action
2 Settlement, Class Representative Service Payment, and Attorney’s Fees and Costs (“Final Approval
3 Motion”) came on regularly for hearing before this Court pursuant to California Rule of Court 3.769
4 and this Court’s earlier Order Granting Preliminary Approval of Class Action Settlement
5 (“Preliminary Approval Order”).

6 Having considered the Parties’ Class Action Settlement Agreement (“Settlement” or
7 “Agreement”)¹, and the documents and evidence presented in support thereof, and recognizing the
8 sharply disputed factual and legal issues involved in this case, the risks of further prosecution, and
9 the substantial benefits to be received by the Class pursuant to the Settlement, the Court hereby
10 makes a final ruling that the Settlement is fair, reasonable, and adequate pursuant to California Code
11 of Civil Procedure § 382, and is the product of good faith, arm’s-length negotiations between the
12 parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff’s Final Approval
13 Motion and hereby ORDERS the following:

14 1. Final judgment is hereby entered in conformity with the Settlement Agreement and
15 this Final Approval Order.

16 2. The conditional class certification is hereby made final, and the Court thus certifies,
17 for purposes of the Settlement, the following Class:

18 All current and former non-exempt or hourly paid employees who worked for
19 Defendant Western Holdings Group within the State of California during the Class
20 Period of October 3, 2019 to August 15, 2023.

21 3. The Court hereby confirms Plaintiff as the Class Representative; William C. Sung
22 and Tiffany L. Luu of Justice for Workers, P.C. as Class Counsel; and Apex Class Action LLC as
23 the Administrator.

24 4. Notice was provided to Class Members as set forth in the Settlement, which was
25 approved by the Court on September 18, 2025, and the notice process has been completed in
26 conformity with the Settlement and the Court's Preliminary Approval Order. The Court finds that
27 said notice was the best notice practicable under the circumstances, and that individual notice was
28 provided to all Class Members who could be identified through reasonable effort. The Class Notice

¹ All defined terms contained herein shall have the same meanings as set forth in the Agreement.

1 provided due and adequate notice of the proceedings and matters set forth therein.

2 5. The Court finds that no Class Member objected to the Settlement and three Class
3 Members opted out of the Settlement, and that the 97.43% participation rate in the Settlement
4 supports final approval. The three Class Members who opted out are Ruben Davis, Amy
5 Linsamouth, and Zaren Sadegh, who will not receive any Individual Class Payment and will not be
6 bound by the Released Class Claims.

7 6. The Court further finds that the Settlement is fair, reasonable, and adequate, and
8 orders the Parties to effectuate the Settlement according to its terms.

9 7. For purposes of settlement only, the Court finds that: (a) the Class Members are
10 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
11 of law or fact common to the Class, and there is a well-defined community of interest among
12 members of the Class with respect to the subject matter of the litigation; (c) the claims of the Class
13 Representative are typical of the claims of the Settlement Class members; (d) the Class
14 Representative has fairly and adequately protected the interests of the Class; (e) a class action is
15 superior to other available methods for an efficient adjudication of this controversy; and (f) Class
16 Counsel are qualified to serve as counsel for the Class Representative and the Class.

17 8. The Court finds that given the absence of objections to the Settlement, this Order
18 shall be considered final as of the date of entry.

19 9. The Court finds that the Individual Class Payments, as provided for in the
20 Settlement, are fair, reasonable, and adequate, and orders the Administrator to distribute the
21 Individual Class Payments in conformity with the terms of the Settlement.

22 10. The Court orders Defendant to deposit the Gross Settlement Amount of \$100,00.00
23 and employer payroll taxes with the Administrator no later than 14 days after the Effective Date.

24 11. The Court finds that a Class Representative Service Payment in the amount of
25 \$5,000.00 to the Plaintiff is appropriate for Plaintiff's service to the Class. The Court finds that this
26 payment is fair, reasonable, and adequate, and orders that the Administrator make this payment in
27 conformity with the terms of the Settlement.

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1 12. The Court finds that attorney’s fees in the amount of \$33,333.33 and litigation costs
2 of \$13,109.37 for Class Counsel are fair, reasonable, and adequate in light of the common fund
3 created by the Settlement, and orders that the Administrator distribute these payments to Class
4 Counsel in conformity with the terms of the Settlement.

5 13. The Court orders that the Administrator shall be paid \$4,645.00 from the Gross
6 Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be
7 done until the completion of this matter and finds that sum appropriate.

8 14. The Court orders that any settlement checks shall be negotiable for 180 calendar
9 days from the date of issuance of the check, and that any settlement checks that remain uncashed
10 after one 180 days after they are mailed shall be distributed to the Controller of the State of
11 California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure
12 §§ 1500, *et seq.*, in the name of the Class Member to whom the check was issued.

13 15. “Released Parties” means Defendant and each of its former and present directors,
14 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
15 subsidiaries, and affiliates.

16 16. Upon the funding of the entire Gross Settlement Amount and employer payroll taxes,
17 all Participating Class Members, on behalf of themselves and their respective former and present
18 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
19 Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts
20 alleged in the Operative Complaint arising during the Class Period, including unpaid wages
21 (including minimum wage and regular rate wages), overtime, missed meal and rest periods, waiting
22 time penalties, payroll stub/wage statement violations, and unfair business practices (“Released
23 Class Claims”). Participating Class Members do not release any other claims, including claims for
24 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
25 unemployment insurance, disability, social security, workers’ compensation, or claims based on
26 facts occurring outside the Class Period.

27 17. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give
28 notice of this final Judgment and Order to all Participating Class Members via posting on the

1 Administrator's website.

2 18. This document shall constitute a final judgment pursuant to California Rule of Court
3 3.769(h), which provides: "If the court approves the settlement agreement after the final approval
4 hearing, the court must make and enter judgment. The judgment must include a provision for the
5 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court
6 may not enter an order dismissing the action at the same time as, or after, entry of judgment."
7 Pursuant to California Code of Civil Procedure § 664.6, the Court retains jurisdiction to enforce the
8 Settlement, the Final Approval Order, and this Judgment.

9 19. The Court sets a Non-Appearance Compliance Hearing for 11/24,
10 2026 at 9 a.m. in Department 10 of the above-entitled Court. Plaintiff shall file a Final
11 Disbursement Declaration from the Administrator no later than 5 court days before the Compliance
12 Hearing.

13 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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15 DATED: 2/3, 2026



16 Hon. William F. Highberger
17 Judge of the Superior Court
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