

FILED

JUL 10 2025

NOCOMA SOBOLISKI, CLERK OF COURT
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KINGS
[Signature] DEPUTY
Darlene Goumas

1 John G. Yslas (SBN 187324)
2 john.yslas@wilshirelawfirm.com
3 Jeffrey C. Bils (SBN 301629)
4 jbils@wilshirelawfirm.com
5 Aram Boyadjian (SBN 334009)
6 aboyadjian@wilshirelawfirm.com
7 Andrew Sandoval (SBN 346996)
8 andrew.sandoval@wilshirelawfirm.com
9 **WILSHIRE LAW FIRM**
10 3055 Wilshire Blvd., 12th Floor
11 Los Angeles, California 90010
12 Telephone: (213) 381-9988
13 Facsimile: (213) 381-9989

14 Attorneys for Sean Martinez, individually
15 and on behalf of others similarly situated

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF KINGS**

18 SEAN MARTINEZ, individually, and on behalf
19 of all others similarly situated,

20 Plaintiff,

21 vs.

22 MILLENNIUM FIRE PROTECTION
23 CORPORATION, a California corporation;
24 MILLENNIUM FIRE PROTECTION
25 SERVICES, INC., a California corporation; and
26 DOES 1 through 10, inclusive,

27 Defendants.

Case No.: 23CU0271

Assigned for all purposes to:
Hon. Robert S. Burns, Dept. 2

**AMENDED [PROPOSED] ORDER
GRANTING PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: July 10, 2025
Time: 8:15 a.m.
Dept.: 2

~~PROPOSED~~ ORDER

Having reviewed Plaintiff Sean Martinez's ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement ("Motion"), the Declaration of John G. Yslas, Plaintiff's declaration, and the Amended Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement"), and good cause appearing, the Court finds and orders as follows:

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 on the terms set forth in the Settlement Agreement between Plaintiff and Defendant Curtin Maritime Corporation ("Defendant"), attached to the Declaration of John G. Yslas 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 Defendant has agreed to create a common fund of \$463,980.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b) a \$69,597.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of which (\$52,197.75) will be paid to the State of California, Labor & Workforce Development Agency and 25% of which (\$17,399.25) will be paid to eligible Aggrieved Employees; (c) Class Representative service payment of up to \$10,000.00 to Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed 33 1/3% of the Gross Settlement Amount (i.e., \$154,505.34), and up to \$20,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to \$4,990.00.

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 Settlement amount is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2)

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

8 4. A final fairness hearing on the question of whether the proposed Settlement,
9 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
10 Workforce Development Agency for its share of the settlement of claims for penalties under the
11 Private Attorneys General Act, and the Class Representative's enhancement awards should be
12 finally approved as fair, reasonable and adequate as to the members of the Class is hereby set
13 in accordance with the Implementation Schedule set forth below.

14 5. The Court provisionally certifies for settlement purposes only the following class
15 (the "Class"): "all persons currently or formerly employed by Defendant as hourly-paid, non-
16 exempt employees in the State of California during the Class Period."

17 6. "Class Period" means the period from January 3, 2019 through July 24, 2024,
18 unless otherwise modified by the Escalator Clause.

19 7. The Court approves the protocol set forth in the Escalator Clause, which states:
20 Based on its records, Defendant represents that during Class Period, Class
21 Members worked no more than approximately 8,140 total unique workweeks. If
22 the number of unique workweeks at issue for the Class Members is more than
23 110%, i.e., more than 8,954 workweeks, Defendant will pay a proportional
24 amount in addition to the GSA for each additional unique workweek.
25 (Settlement Agreement, ¶ 8).

26 8. The Court finds, for settlement purposes only, that the Settlement Class meets the
27 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
28 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions

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

6 9. The Court appoints as Class Representative, for settlement purposes only,
7 Plaintiff Sean Martinez. The Court further preliminarily approves Plaintiff's ability to request
8 an incentive award up to \$10,000.00.

9 10. The Court appoints, for settlement purposes only, John G. Yslas, Samantha A.
10 Smith, Jeffrey C. Bils, Aram Boyadjian and Andrew Sandoval of Wilshire Law Firm, PLC, as
11 Class Counsel. The Court further preliminarily approves Class Counsel's ability to request
12 attorneys' fees of up to 33 1/3% of the Gross Settlement Amount (i.e., \$154,505.34), and costs
13 not to exceed \$20,000.00.

14 11. The Court appoints Apex Class Action Administration as the Settlement
15 Administrator with reasonable administration costs estimated not to exceed \$4,990.00.

16 12. The Court approves, as to form and content the Class Notice, attached to the
17 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
18 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
19 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
20 thereto.

21 13. The Parties are ordered to carry out the Settlement according to the terms of the
22 Settlement Agreement.

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

25 15. The Court orders the following implementation schedule:
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28

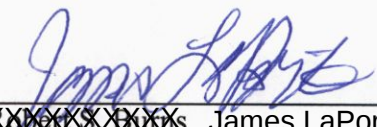
EVENT:	DEADLINE:
Defendant to provide Class List to the Settlement Administrator	7 days after MPA hearing
Settlement Administrator to mail the Notice Packets	14 days after receipt of Class Data
Class Member Response Deadline	45 days after mailing Notice to Class
Class Member Deadline to Object	45 days after mailing Notice to Class
Deadline for Administrator to Submit Declaration in Support of Motion for Final Approval	14 days before the last day to file Plaintiff's Motion for Final Approval
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Awards to Plaintiff	16 court days before the calendared Final Approval Hearing
Final Approval Hearing	November ³ 4, 2025 at 8:15 a.m. or _____ at _____ a.m./p.m.

16. 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:

2/10/25


Hon. ~~XXXXXX~~ James LaPorte
Kings County Superior Court