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

AMILCAR ALVARADO, and OSWALDO
CORONA, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

URS OPERATIONS, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV23711

*Assigned for all purposes to:
Hon. William F. Highberger
Dept. 10*

**~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

FINAL APPROVAL HEARING

Date: April 9, 2026 22, 2026
Time: 10:00 a.m.
Dept: 10

Action Filed: September 29, 2023
Trial Date: Not set

22, 2026

This matter came on for hearing on April ~~9, 2026 at 10:00 a.m.~~, in Department 10 of the above-referenced Court on the Motion for Final Approval of Class Action and PAGA Settlement pursuant to California Rules of Court, Rule 3.769. On December 5, 2025, this Court issued an Amended Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Plaintiffs Amilcar Alvarado and Oswaldo Corona ("Plaintiffs") now seek an order granting final approval of the Class Action and PAGA Settlement Agreement ("Settlement"), a copy of which is attached to the Declaration of Arrash T. Fattahi in Support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement as **Exhibit 1**.

Having received and considered the Settlement, the supporting papers filed by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval of Class Action Settlement granted on December 5, 2025, and the instant Motion for Final Approval of Class Action and PAGA Settlement, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. Pursuant to the Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, the Class Notice was sent to each Class Member by First Class mail. These papers informed Class Members of the terms of the Settlement, their right to receive an Individual Settlement Payment, and their right to: (a) comment on or object to the Settlement; (b) request exclusion from the Settlement and pursue their own remedies; (c) dispute the calculation of their Individual Settlement Payment; and (d) appear at the final approval hearing. No Class Member has objected to or requested to be excluded from the proposed Settlement.

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

3. With respect to the Class and for purposes of approving this Settlement only, this Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the

1 class and a well-defined community of interest among members of the Class with respect to the
2 subject matter of the action; (c) the claims of Class Representatives Amilcar Alvarado and Oswaldo
3 Corona are typical of the claims of the Class Members; (d) the Class Representatives have fairly
4 and adequately protected the interests of the Class; (e) a class action is superior to other available
5 methods for an efficient adjudication of this controversy; and (f) counsel of record for the Class
6 Representatives are qualified to serve as Class Counsel.

7 4. The Court has certified a Class for settlement purposes only, defined as all current
8 and former non-exempt employees of Defendant employed in California during the Class Period
9 (from September 29, 2019 to August 19, 2024). The Court deems this definition sufficient for
10 purposes of California Rules of Court, Rule 3.765(a).

11 5. The Court hereby confirms Arrash T. Fattahi, Emily Borman, and Arman A. Salehi
12 of Wilshire Law Firm, PLC as Class Counsel.

13 6. The Court hereby confirms Plaintiffs Amilcar Alvarado and Oswaldo Corona as the
14 Class Representatives.

15 7. The Court finds and determines that the terms of the Settlement are fair, reasonable,
16 and adequate, and directs the Parties to effectuate the Settlement according to its terms, having
17 found that the Settlement was reached as a result of informed and non-collusive arm's length
18 negotiations facilitated by a neutral mediator. The Court finds that the Parties conducted adequate
19 investigation, research, and discovery, and that their attorneys were able to reasonably evaluate
20 their respective positions. The Court also finds that the Settlement will enable the Parties to avoid
21 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
22 to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of
23 the Settlement and recognizes the significant value accorded to the Class.

24 8. The Court hereby approves that Defendant URS Operations, LLC ("Defendant")
25 shall pay a total of \$400,000.00 to resolve this litigation.

26 9. The Court finds and determines that the Individual Settlement Payments to be paid
27 to Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court
28 hereby gives final approval to and orders the payment of those amounts to be made to the

1 Settlement Class Members in accordance with the Settlement.

2 10. From the Settlement Amount, the Court finds and determines that payment of
3 \$10,000.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and
4 Workforce Development Agency will receive 75% (\$7,500.00), and the remaining 25%
5 (\$2,500.00) will be distributed to PAGA Members (defined as all current and former non-exempt
6 employees of Defendant employed in the State of California during the PAGA Period (November
7 22, 2022 through August 19, 2024), regardless of whether the Class Members submitted a valid
8 Request for Exclusion or otherwise opted out of the Settlement). The Court hereby grants final
9 approval to and orders the payment of the amount in accordance with the Settlement. From the
10 Settlement Amount, the Court finds and determines the Incentive Award of \$7,500.00 to each of
11 the named Plaintiffs is fair and reasonable. The Court hereby grants final approval to and orders
12 the payment of that amount to be paid to the named Plaintiffs for their service as a class
13 representatives and for their agreement to release claims.

14 11. From the Settlement Amount, the Court finds and determines that the fees and
15 expenses in administering the Settlement incurred by CPT Group, Inc. ("CPT") in the amount of
16 \$8,000.00 are fair and reasonable. The Court hereby grants final approval to and orders the payment
17 of that amount in accordance with the Settlement.

18 12. From the Settlement Amount, the Court hereby awards Class Counsel attorneys'
19 fees in the amount of \$132,000.00 and litigation costs in the amount of \$15,733.52. The Court
20 hereby grants final approval to and orders the payment of those amounts in accordance with the
21 Settlement.

22 13. "Class" means all persons employed by Defendant in California as an hourly-paid
23 or non-exempt employee at any time during the Class Period.

24 14. Plaintiffs' Release – Plaintiffs and their respective former and present spouses,
25 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
26 and discharge Released Parties from all claims, transactions, or occurrences that occurred during
27 the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have
28 been, alleged, based on the facts contained, in the First Amended Class and Representative

1 Action Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged
2 based on facts contained in the First Amended Class and Representative Action Complaint,
3 Plaintiffs' PAGA Notice, or ascertained during the action and released under 29(b), below
4 ("Plaintiffs' Release"). For purposes of Plaintiffs' Release, Plaintiffs expressly waive and
5 relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil
6 Code, which reads:

7 A general release does not extend to claims that the creditor or releasing
8 party does not know or suspect to exist in his or her favor at the time of
9 executing the release, and that if known by him or her would have
10 materially affected his or her settlement with the debtor or released
11 party.

12 15. b. Class Members' Release – Upon the Effective Date, Class Members who do not
13 opt out of the Settlement, on behalf of themselves and their respective former and present
14 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
15 Released Parties from (i) all claims that were alleged, or reasonably could have been alleged,
16 based on the Class Period facts stated in the First Amended Class and Representative Action
17 Complaint and ascertained in the course of the action, including without limitation any and all
18 claims based on allegations involving: (a) failure to pay minimum and straight time wages; (b)
19 failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to authorize and
20 permit rest periods; (e) failure to timely pay wages at termination; (f) failure to furnish accurate
21 itemized wage statements; (g) failure to indemnify employees for costs and expenditures; and (h)
22 all damages, interest, penalties, attorneys' fees, and costs, and any other amounts recoverable
23 under said causes of action, to the extent permissible, including the California Labor Code and
24 applicable IWC Wage Order. Except as set forth in Section 29(c) of the Settlement Agreement,
25 Class Members who do not opt out of the Settlement do not release any other claims, including
26 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
27 Act, unemployment insurance, disability, social security, workers' compensation, or claims based
28 on facts occurring outside the Class Period.

1 16. Aggrieved Employees' Release – Upon the Effective Date, the Aggrieved
2 Employees are deemed to release, on behalf of themselves and their respective former and
3 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
4 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
5 been alleged, based on the PAGA Period facts stated in the First Amended Class and
6 Representative Action Complaint, the PAGA Notice, and ascertained in the course of the Action,
7 including, without limitation, alleged violations of California Labor Code for (a) failure to pay
8 minimum and straight time wages; (b) failure to pay overtime wages; (c) failure to provide meal
9 periods; (d) failure to authorize and permit rest periods; (e) failure to timely pay wages at
10 termination; (f) failure to furnish accurate itemized wage statements; and (g) failure to indemnify
11 employees for costs and expenditures.

12 17. There are no objections to the Settlement and no requests for exclusion.

13 18. Without affecting the finality of this Order or the entry of judgment in any way, this
14 Court retains continuing jurisdiction of all matters relating to the implementation, interpretation,
15 administration, effectuation and enforcement of this order and the Settlement.

16 19. Defendant shall not have any further liability for costs, expenses, interest, attorneys'
17 fees, or for any other charge, expense, or liability, except as provided for by the Settlement.

18 20. Neither the making of this Settlement nor the entry into the Settlement constitutes
19 an admission by Defendant, nor is this order a finding of the validity of any claims in this case or
20 of any other wrongdoing. Further, the Settlement is not a concession and shall not be used as an
21 admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken
22 to carry out the terms of the Settlement be construed as an admission or concession by or against
23 Defendant.

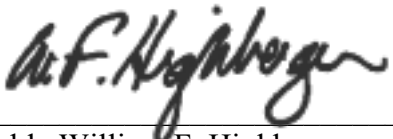
24 21. Upon completion of administration of the Settlement, the Settlement Administrator
25 will provide written certification of such completion to the Court

26 22. The Court hereby enters final judgment in accordance with the terms of the
27 Settlement, the Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action
28 Settlement, and this Order.

1 23. The Parties will bear their own costs and attorneys' fees except as otherwise
2 provided by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

3 **IT IS SO ORDERED.**

4
5 Dated: 04/22/2026



Honorable William F. Highberger
Judge of the Los Angeles Superior Court