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

PRELIMINARY APPROVAL HEARING

Date: August 20, 2025

Time: 10:30 a.m.

Dept: 10

Action Filed: September 29, 2023

Trial Date: Not set

1           The Court has before it Plaintiffs Amilcar Alvarado and Oswaldo Corona's ("Plaintiffs")  
2 Motion for Preliminary Approval of Class Action and PAGA Settlement. Having reviewed the  
3 Motion for Preliminary Approval of Class Action and PAGA Settlement, the accompanying  
4 declarations, the Class Action Settlement Agreement and Release (which is referred to here as  
5 the "Settlement Agreement"), and good cause appearing, the Court hereby finds and orders as  
6 follows:

7           1.       The Court finds on a preliminary basis that the Settlement Agreement appears to  
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.  
9 The Court grants preliminary approval of the Settlement and the Settlement Class based upon  
10 the terms set forth in the Settlement Agreement between Plaintiffs and Defendant URS  
11 Operations, LLC ("Defendant," and together with Plaintiffs, the "Parties"), attached to the  
12 Declaration of Arrash T. Fattahi in Support of Plaintiffs' Motion for Preliminary Approval of  
13 Class Action and PAGA Settlement as **Exhibit 1**.

14           2.       The Settlement falls within the range of reasonableness of a settlement which  
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,  
16 subject only to any objections that may be raised at the Final Approval Hearing and final  
17 approval by this Court. The Court notes that Defendant has agreed to create a common fund of  
18 \$400,000.00 to cover (a) settlement payments to class members who do not validly opt out; (b)  
19 a \$10,000.00 payment to the State of California, Labor & Workforce Development Agency  
20 ("LWDA") for its share of the settlement of claims for penalties under the Private Attorneys  
21 General Act ("PAGA"), with 75% of which (\$7,500.00) being paid to the LWDA and 25%  
22 (\$5,000.00) being paid to eligible Aggrieved Employees; (c) Class Representative Service  
23 Payments of up to \$7,500.00 for each Plaintiff (\$15,000.00 total); (d) Class Counsel's attorneys'  
24 fees, not to exceed thirty-five percent (35%) of the Gross Settlement Amount (\$140,000.00),  
25 and up to \$30,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e)  
26 Settlement Administration Costs of up to \$8,000.00.

27           3.       The Court preliminarily finds that the terms of the Settlement appear to be within  
28 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and

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

11 4. A final fairness hearing on the question of whether the proposed Settlement,  
12 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement  
13 of claims for penalties under the PAGA, and the Class Representative Service Payments should  
14 be finally approved as fair, reasonable and adequate as to the members of the Class is hereby  
15 set in accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following class  
17 (the "Settlement Class"): "any employees who, like Plaintiffs, worked for Defendant in  
18 California at any time during the Class Period as hourly paid, non-exempt employees, who do  
19 not opt out of this Settlement."

20 6. "Class Period" means the period from September 29, 2019 through August 19,  
21 2024.

22 7. The Court finds, for settlement purposes only, that the Settlement Class meets the  
23 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the  
24 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions  
25 of law and fact that are common, or of general interest, to all Settlement Class Members, which  
26 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the  
27 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect  
28 the interests of the Settlement Class Members; and (5) a class action is superior to other

1 available methods for the fair and efficient adjudication of the controversy.

2 8. The Court appoints as Class Representatives, for settlement purposes only,  
3 Plaintiffs Amilcar Alvarado and Oswaldo Corona. The Court further preliminarily approves  
4 Plaintiffs' ability to request a Class Representative Service Payment up to \$7,500.00 each  
5 (\$15,000.00 total).

6 9. The Court appoints, for settlement purposes only, Arrash T. Fattahi, Samantha A.  
7 Smith, Lisa B. Iturriaga, and Arman A. Salehi of Wilshire Law Firm, PLC as Class Counsel.  
8 The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of  
9 up to thirty-five percent (35%) of the Gross Settlement Amount (\$140,000.00), and costs not to  
10 exceed \$30,000.00.

11 10. The Court appoints CPT Group, Inc. as the Settlement Administrator with  
12 reasonable administration costs estimated not to exceed \$8,000.00.

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

18 12. The Parties are ordered to carry out the Settlement according to the terms of the  
19 Settlement Agreement.

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

22 14. The Court orders the following Implementation Schedule:

|                                                |                                              |
|------------------------------------------------|----------------------------------------------|
| 23 Defendant to provide Class List and Data to | Within 30 calendar days after Preliminary    |
| 24 the Settlement Administrator                | Approval                                     |
| 25 Settlement Administrator to mail the Notice | Within 15 calendar days after receipt of the |
| 26 Packets                                     | Class List and Data from Defendant           |
| 27 Response Deadline                           | 45 calendar days after Notice is mailed out  |

|                                                                                                                           |                                                              |
|---------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
|                                                                                                                           | by the Settlement Administrator                              |
| Deadline to file Motion for Final Approval,<br>Request for Attorneys' Fees and Costs, and<br>Service Payment to Plaintiff | 16 court days before hearing on Motion for<br>Final Approval |
| Final Approval Hearing                                                                                                    | _____, 2025 at _____<br>a.m./p.m.                            |

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:

\_\_\_\_\_  
Hon. William F. Highberger  
Los Angeles County Superior Court

*Alvarado, et al. v. URS Operations, LLC, et al.*  
23STCV23711

I, Ashley Narinyans, 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 3055 Wilshire Blvd., 12<sup>th</sup> Floor, Los Angeles, California 90010. My electronic service address is ashley.narinyans@wilshirelawfirm.com.

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(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 addresses 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.

Ashley Narinyans