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

JOHN MARGARITIS, JR., individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

CURTIN MARITIME CORP., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV31826 (lead)
Related Case No.: 24LBCV00623

*Assigned for all purposes to:
Hon. Theresa M. Traber
Dept. 1*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

FINAL APPROVAL HEARING

Date: December 22, 2025

Time: 10:30 a.m.

Dept: 1

1 This matter came on for hearing on December 22, 2025 at 10:30 a.m., in Department 1
2 of the above-referenced Court on the Motion for Final Approval of Class Action and PAGA
3 Settlement pursuant to California Rules of Court, Rule 3.769. On June 20, 2025, this Court
4 issued an Amended Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action
5 and PAGA Settlement. Plaintiff John Margaritis, Jr. ("Plaintiff") now seeks an order granting
6 final approval of the Class Action and PAGA Settlement Agreement ("Settlement"), a copy of
7 which is attached to the Declaration of John G. Yslas in Support of Motion for Preliminary
8 Approval of Class Action and PAGA Settlement as **Exhibit 1**.

9 Having received and considered the Settlement, the supporting papers and supplemental
10 papers filed by the Parties, and the evidence and argument in conjunction with the Motion for
11 Preliminary Approval of Class Action and PAGA Settlement granted on June 20, 2025, and the
12 instant Motion for Final Approval of Class Action and PAGA Settlement, the Court grants final
13 approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
14 DETERMINATIONS:

15 1. Pursuant to the Order Granting Plaintiffs' Motion for Preliminary Approval of Class
16 Action and PAGA Settlement, the Class Notice was sent to each Class Member by First Class mail.
17 These papers informed Class Members of the terms of the Settlement, their right to receive an
18 Individual Settlement Payment, and their right to: (a) comment on or object to the Settlement; (b)
19 request exclusion from the Settlement and pursue their own remedies; (c) dispute the calculation
20 of their Individual Settlement Payment; and (d) appear at the final approval hearing. No Class
21 Member has objected to the proposed Settlement, and two (2) Class Members have requested
22 exclusion.

23 2. The Court finds and determines that this notice procedure afforded adequate protections
24 to Class Members and provides the basis for the Court to make an informed decision regarding
25 approval of the Settlement based on the responses of the Class. The Court finds and determines
26 that the notice provided in this case was the best notice practicable, which satisfied the
27 requirements of law and due process.
28

1 3. With respect to the Class and for purposes of approving this Settlement only, this Court
2 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that
3 joinder of all members is impracticable; (b) there are questions of law or fact common the class
4 and a well-defined community of interest among members of the Class with respect to the subject
5 matter of the action; (c) the claims of Class Representative John Margaritis, Jr. are typical of the
6 claims of the Class Members; (d) the Class Representative has fairly and adequately protected the
7 interests of the Class; (e) a class action is superior to other available methods for an efficient
8 adjudication of this controversy; and (f) counsel of record for the Class Representative are qualified
9 to serve as Class Counsel.

10 4. The Court has certified a Class for settlement purposes only, defined as all current and
11 former hourly, non-exempt employees with job title “Labor” who were employed by Defendant,
12 either directly or through any predecessor, successor, assign, subsidiary, staffing agency, or
13 professional employer organization, in the State of California during the Class Period (from June
14 4, 2019 through May 23, 2025). The Court deems this definition sufficient for purposes of
15 California Rules of Court, Rule 3.765(a).

16 5. The Court hereby confirms John G. Yslas, Jeffrey C. Bils, Aram Boyadjian, Lisa B.
17 Iturriaga, and Andrew Sandoval of Wilshire Law Firm, PLC as Class Counsel.

18 6. The Court hereby confirms Plaintiff as the Class Representative.

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

1 8. The Court hereby approves that Defendant shall pay a total of \$252,000.00 to resolve
2 this litigation.

3 9. The Court finds and determines that the Individual Settlement Payments to be paid
4 to Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court
5 hereby gives final approval to and orders the payment of those amounts to be made to the
6 Settlement Class Members in accordance with the Settlement.

7 10. From the Settlement Amount, the Court finds and determines that payment of
8 \$15,000.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and
9 Workforce Development Agency will receive 75% (\$11,250.00), and the remaining 25%
10 (\$3,750.00) will be distributed to Aggrieved Employees (defined as all current and former hourly,
11 non-exempt employees with job title “Labor” who were employed by Defendant, either directly or
12 through any predecessor, successor, assign, subsidiary, staffing agency, or professional employer
13 organization, in the State of California during the PAGA Period (June 24, 2023 through May 23,
14 2025). The Court hereby grants final approval to and orders the payment of the amount in
15 accordance with the Settlement.

16 11. From the Settlement Amount, the Court finds and determines the Class
17 Representative Service Payment of \$7,500.00 to the named Plaintiff is fair and reasonable. The
18 Court hereby grants final approval to and orders the payment of that amount to be paid to the named
19 Plaintiff for her service as a class representative and for her agreement to release claims.

20 12. From the Settlement Amount, the Court finds and determines that the fees and expenses
21 in administering the Settlement incurred by Apex Class Action Administration (“APEX”) in the
22 amount of \$8,490.00 are fair and reasonable. The Court hereby grants final approval to and orders
23 the payment of that amount in accordance with the Settlement.

24 13. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
25 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys’ fees in the amount
26 of \$84,000.00 and litigation costs in the amount of \$15,685.07. The Court hereby grants final
27 approval to and orders the payment of those amounts in accordance with the Settlement.

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

4 15. Defendant Curtin Maritime Corp. (“Defendant”) shall not have any further liability for
5 costs, expenses, interest, attorneys’ fees, or for any other charge, expense, or liability, except as
6 provided for by the Settlement.

7 16. Neither the making of this Settlement nor the entry into the Settlement constitutes an
8 admission by Defendant, nor is this order a finding of the validity of any claims in this case or of
9 any other wrongdoing. Further, the Settlement is not a concession and shall not be used as an
10 admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken
11 to carry out the terms of the Settlement be construed as an admission or concession by or against
12 Defendant.

13 17. Upon completion of administration of the Settlement, the Settlement Administrator will
14 provide written certification of such completion to the Court, which shall be filed with the Court
15 seven days before the non-appearance compliance hearing set for **December 15, 2026 at 10:30**
16 **a.m.**

17 18. The Court hereby enters final judgment in accordance with the terms of the Settlement,
18 the Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, and
19 this Order.

20 19. The Parties will bear their own costs and attorneys’ fees except as otherwise provided
21 by this Court’s Order awarding Class Counsel’s attorneys’ fees and litigation costs.

22 **IT IS SO ORDERED.**

23
24 Dated: _____

Honorable Theresa M. Traber
Judge of the Superior Court