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10 and on behalf of others similarly situated

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

13
14 JOHN MARGARITIS, JR., individually, and on
behalf of all others similarly situated,
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16 Plaintiff,
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18 vs.
19 CURTIN MARITIME CORP., a California
corporation; and DOES 1 through 10, inclusive,
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21 Defendants.
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Case No.: 23STCV31826 (lead)
Assigned for all purposes to:
Hon. Stuart M. Rice, Dept. 1
[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

Date: March 17, 2025
Time: 10:30 a.m.
Dept.: 1

1 **[PROPOSED] ORDER**

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

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based on the
9 terms set forth in the Settlement Agreement between Plaintiff and Defendant Curtin Maritime
10 Corporation ("Defendant"), attached to the Declaration of John G. Yslas in Support of Plaintiff's
11 Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1**.

12 2. The Settlement falls within the range of reasonableness of a settlement which
13 could ultimately be given final approval by this Court, and appears to be presumptively valid,
14 subject only to any objections that may be raised at the Final Approval Hearing and final
15 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
16 \$252,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)
17 a \$15,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of
18 which (\$11,250.00) will be paid to the State of California, Labor & Workforce Development
19 Agency and 25% of which (\$3,750.00) will be paid to eligible Aggrieved Employees; (c) Class
20 Representative service payment of up to \$7,500.00 to Plaintiff; (d) Class Counsel's attorneys'
21 fees, not to exceed one-third of the Gross Settlement Amount (i.e., \$84,000.00), and up to
22 \$20,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement
23 Administration Costs of up to \$8,490.00.

24 3. The Court preliminarily finds that the terms of the Settlement appear to be within
25 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
26 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
27 and reasonable to the Class Members when balanced against the probable outcome of further
28 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 current and former hourly, non-exempt employees with job title "Labor" who
16 were employed by Defendant, either directly or through any predecessor, successor, assign,
17 subsidiary, staffing agency, or professional employer organization, in the State of California
18 during the Class Period."

19 6. "Class Period" means the period from June 4, 2019 to the day the Court entered
20 this Order, unless otherwise modified by the Escalator Clause (Settlement Agreement, ¶ 8).

21 7. The Court approves the protocol set forth in the Escalator Clause, which states:
22 Based on its records, Defendant represents there are 350 Class Members who
23 collectively worked a total of 6,300 Workweeks during the Class Period. Should
24 the Workweeks increase more than 10% (i.e. more than 630 workweeks),
25 Defendant, at its option, can either choose to: (1) increase the GSA on a
26 proportional basis equal to the percentage increase in number of Workweeks
27 worked by the Class Members above the 10% (for example, if the final number
28 of total workweeks increases by 11%, the GSA will increase 1%); or (2) cut off

the end date of the Class Period on the date that the total number of Workweeks reaches 6,930. (Settlement Agreement, ¶ 8).

8. The Court finds, for settlement purposes only, that the Settlement Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Settlement Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Settlement Class Members, which predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

9. The Court appoints as Class Representative, for settlement purposes only, Plaintiff John Margaritis, Jr. The Court further preliminarily approves Plaintiff's ability to request an incentive award up to \$7,500.00.

10. The Court appoints, for settlement purposes only, John G. Yslas, Samantha A. Smith, Jeffrey C. Bils, Aram Boyadjian and Andrew Sandoval of Wilshire Law Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of the Gross Settlement Amount (i.e., \$84,000.00), and costs not to exceed \$20,000.00.

11. The Court appoints Apex Class Action Administration as the Settlement Administrator with reasonable administration costs estimated not to exceed \$8,490.00.

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

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

14. Any Class Member who does not timely and validly request exclusion from the

Settlement may object to the Settlement Agreement.

15. The Court orders the following implementation schedule:

EVENT:	DEADLINE:
Defendant to provide Class List to the Settlement Administrator	March 24, 2025 (7 days after MPA hearing)
Settlement Administrator to mail the Notice Packets	March 31, 2025 (5 days after receipt of Class Data)
Class Member Response Deadline	May 15, 2025 (45 days after mailing Notice to Class)
Class Member Deadline to Object	May 15, 2025 (45 days after mailing Notice to Class)
Deadline for Administrator to Submit Declaration in Support of Motion for Final Approval	June 6, 2025 (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	June 20, 2025 (16 court days before the calendared Final Approval Hearing)
Final Approval Hearing	July 15, 2025 at 10:30 a.m.

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1 16. The Court further ORDERS that, pending further order of this Court, all
2 proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

3 **IT IS SO ORDERED.**

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5 DATE:

6 Hon. Stuart M. Rice
7 Los Angeles County Superior Court
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