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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*

**NOTICE OF MOTION AND 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 **TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on December 22, 2025 at 10:30 a.m., or as soon thereafter
3 as the matter may be heard in Department 1 of the above-entitled Court located at 312 North
4 Spring Street, Los Angeles, CA 90012, Plaintiff John Margaritis, Jr. ("Plaintiff") will and hereby
5 does move this Court for an Order:

- 6 1. Granting final approval of the proposed Class Action and PAGA Settlement
7 Agreement;
- 8 2. Awarding Class Counsel attorneys' fees in the amount of \$84,000.00 and
9 reimbursement of litigation costs in the amount of \$15,685.07;
- 10 3. Awarding Plaintiff a Class Representative Service Payment in the amount of
11 \$7,500.00;
- 12 4. Awarding \$8,490.00 to Apex Class Action Administration ("APEX") for its
13 settlement administration expenses; and
- 14 5. Approving allocation of \$15,000.00 as civil penalties under the Private Attorneys'
15 General Act of 2004 ("PAGA"), 75% of which (\$11,250.00) will be paid to the
16 California Labor and Workforce Development Agency, and 25% of which
17 (\$3,750.00) will be distributed to Aggrieved Employees based on the number of
18 pay periods worked during the PAGA Period.

19 This Motion is based on this Notice of Motion, Memorandum of Points and Authorities,
20 the Declaration of John G. Yslas, the Declaration of Madely Nava, the Declaration of John
21 Margaritis, Jr., and on all records and documents on file, together with such oral and documentary
22 evidence that may be presented at the hearing on this matter.

23 Dated: November 26, 2025

WILSHIRE LAW FIRM, PLC

24 By: 

25 Lisa B. Iturriaga
26 Attorneys for Plaintiff John Margaritis, Jr.

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I. INTRODUCTION

Plaintiff John Margaritis, Jr. (“Plaintiff”) seeks final approval of a non-reversionary Gross Settlement Amount of \$252,000.00. The Class Action and PAGA Settlement Agreement (“Settlement”) provides that the deductions will be made from the Gross Settlement Amount:

1. Attorneys’ fees in the amount of up to \$84,000.00;
2. Litigation costs in the amount of up to \$20,000.00;
3. A Class Representative Service Payment of up to \$7,500.00;
4. Settlement administration expenses of up to \$8,490.00; and
5. Civil penalties in the amount of \$15,000.00 for claims under the Private Attorneys’ General Act of 2004 (“PAGA”), 75% of which (\$11,250.00) will be paid to the California Labor and Workforce Development Agency (“LWDA), and 25% of which (\$3,750.00) will be distributed to Aggrieved Employees based on the number of pay periods worked during the PAGA Period. *See* Settlement §§ 3.2.5, 3.2.5.1; *see also* Declaration of Madely Nava (“Nava Decl.”), at ¶¶ 15, 17.

After all deductions are made, the Net Settlement Amount will be distributed to 521 Class Members as of the filing of this Motion for Final Approval of Class Action and PAGA Settlement (the “Motion”) (“Participating Class Members” or “Settlement Class Member”) based on the number of weeks worked during the Class Period. Nava Decl. at ¶¶ 14-16.

The proposed Settlement is a product of diligent efforts, litigation, arm’s length negotiations, and informal discovery that resulted in the best possible outcome for the Class. By resolving this matter now, Class Members will receive a guaranteed recovery without risk of nonpayment, delay, or an adverse judgment at trial.

There are no objections to the Settlement and two (2) requests for exclusion. *Id.* at ¶¶ 11, 12. The Participating Class Members will receive an average settlement payment of \$232.87, with the highest payout reaching \$3,009.63. Nava Decl. at ¶ 16. Aggrieved Employees will receive an average settlement payment of \$12.11, with the highest payout reaching \$91.74. *Id.* at ¶ 18. Plaintiff’s estimated Individual Class Payment is \$434.76. *Id.* at ¶16. In light of the Class’s favorable response, and the facts and law set forth below as well as in the motion for

preliminary approval, Plaintiff respectfully requests that the Court now enter an Order: (1) granting final approval of the Settlement; (2) entering final judgment; (3) requiring distribution of individual settlement shares to Participating Class Members; and (4) approving payments for attorneys’ fees, litigation costs, the Class Representative Service Payment, Settlement Administration Expenses, and civil penalties under PAGA.

II. THE SETTLEMENT MERITS FINAL APPROVAL

In deciding whether to grant final approval of a class action settlement, California courts consider whether the settlement is “fair, adequate, and reasonable.” *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). In evaluating whether a settlement is fair, adequate, and reasonable, courts evaluate the following factors: (1) the strength of the plaintiff’s case; (2) the risk, expense, complexity and duration of further litigation; (3) the risk of maintaining class action status through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of class members to the proposed settlement. *Id.*

A. A Presumption of Fairness Exists

While the burden is on the proponent to demonstrate that a proposed settlement is fair, adequate, and reasonable, “a presumption of fairness exists where: (1) the settlement is reached through arm’s length bargaining; (2) investigation is sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” *Id.* at 1802.

At preliminary approval, Plaintiff presented evidence that this Settlement is entitled to a presumption of fairness because: (1) it was reached through arm’s length bargaining with the assistance of an experienced mediator; (2) Plaintiff conducted a thorough investigation through informal discovery and an analysis of Class Members’ time and payroll records; and (3) Plaintiff’s Counsel is experienced in similar litigation. *See generally* Declaration of John G. Yslas in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement (“Yslas MPA Decl.”) filed February 20, 2025. Two (2) of the Class Members have opted out

1 and none have objected. *See* Nava Decl. at ¶¶ 11, 12. Therefore, the Court can confidently
2 conclude that a presumption of fairness exists.

3 **B. The Strength of Plaintiff’s Claims, and the Risks, Expense, Complexity, and**
4 **Likely Duration of Further Litigation as a Class Action Through Trial**

5 Courts are not required to ensure that a settlement maximizes the value of released claims
6 with mathematical precision. “[T]he test is not the maximum amount plaintiffs might have
7 obtained at trial on the complaint, but rather whether the settlement is reasonable under all of
8 the circumstances.” *Wershba v. Apple Computer, Inc.* 91 Cal.App.4th 224, 250 (2001),
9 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th 260,
10 269-270 (2018); *see also 7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85
11 Cal.App.4th 1135, 1150 (2000) (“the merits of the underlying class claims are not a basis for
12 upsetting the settlement of a class action; the operative word is ‘settlement.’”). The relevant
13 circumstances include the strengths and weaknesses of plaintiffs’ claims and the risks they faced
14 in litigation. *7-Eleven*, 85 Cal.App.4th at 1146.

15 Here, Plaintiff presented sufficient information at preliminary approval regarding the
16 number of class members and an estimate of the maximum value of each of the claims alleged.
17 *See* Yslas MPA Decl. at ¶¶ 11-18. Plaintiff has also described in detail the risks the Class faced
18 in litigation and the strengths and weaknesses of each of the claims. *See id.* Plaintiff noted
19 potential difficulties in obtaining class certification and succeeding on the merits at trial. *See*
20 *id.* The factual record here is sufficiently developed to allow the Court to independently satisfy
21 itself “that the consideration being received for the release of the class members’ claims is
22 reasonable in light of the strengths and weaknesses of the claims and the risks of the particular
23 litigation.” *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399, 410
24 (2010).

25 **C. The Amount Offered in Settlement**

26 The Settlement provides a \$252,000.00 Gross Settlement Amount (“GSA”) to be
27 distributed among the 251 Class Members who did not opt out as of the date of this filing. Nava
28 Decl. at ¶¶ 11-115. The Gross Settlement Amount will be used to pay Class Counsel’s attorneys’

1 fees and costs, Plaintiff's Class Representative Service Payment, and Apex Class Action
2 Administration ("APEX") for its administration of the Class Notice and settlement funds. *Id.* at
3 ¶ 15. The Settlement also allocates \$15,000.00 from the Gross Settlement Amount to civil
4 penalties under PAGA. *See* Settlement at ¶ 3.2.5; *see also* Nava Decl. ¶ 15. After all deductions
5 are made, the Net Settlement Amount will be \$121,324.93, which will be distributed to
6 Participating Class Members according to the number of weeks they worked for Defendant
7 during the Class Period. *See* Settlement at ¶ 3.2.4; *see also* Nava Decl. ¶ 15.

8 The Settlement Administrator has calculated a total of 6,179.28 workweeks in the Class
9 Period. Nava Decl. at ¶ 15. As a result, the average recovery for Participating Class Members
10 is \$232.87, and the highest payout is \$3,009.63. *Id.* at ¶ 16. Weighing the potential value of the
11 class claims against the risk and expense of trial, the Settlement provides sufficient relief in
12 light of the potential risks associated with seeking a class judgment.

13 **D. The Extent of Discovery Completed and the Stage of the Proceedings**

14 Class Counsel sufficiently investigated the alleged claims, applicable law, and potential
15 defenses. *See* Yslas MPA Decl. at ¶ 8. Specifically, Class Counsel assessed the value of the
16 claims using data and documents provided by Defendant in informal discovery, which included
17 policy documents and timekeeping and payroll records. *See id.* Following a complete analysis
18 of this information, the Parties attended mediation on November 18, 2024 with an experienced
19 mediator. *Id.* at ¶ 5. The Parties were able to reach an agreement and spent the next several
20 months negotiating the terms of the Settlement. *Id.* at ¶¶ 5, 6.

21 **E. The Experience and Views of Counsel**

22 Plaintiff is represented by Wilshire Law Firm, PLC. Declaration of John G. Yslas in
23 Support of Motion for Final Approval of Class Action and PAGA Settlement ("Yslas MFA
24 Decl.") at ¶ 3. Class Counsel prosecute wage and hour cases, including class and representative
25 actions. *Id.* at ¶¶ 4, 5. Class Counsel has litigated many wage and hour cases and have
26 successfully resolved cases involving similar issues presented in this matter. *Id.* at ¶¶ 4-15. Class
27 Counsel has negotiated a settlement here that they believe is fair, reasonable, and adequate based
28 on their prior experience litigating these types of cases. *Id.* at ¶ 21.

1 **F. The Presence of a Government Participant**

2 The LWDA has received the required notice of this Settlement. Yslas MPA Decl. at ¶ 7.
3 On January 24, 2024, Plaintiff provided notice to the LWDA of his intention to file a PAGA
4 claim. Yslas MPA Decl. at ¶ 4. The Settlement provides for the payment of \$15,000.00 in civil
5 penalties, 75% of which (\$11,250.00) will be paid to the LWDA, and 25% of which (\$3,750.00)
6 will be paid to Aggrieved Employees based on the number of pay periods worked during the
7 PAGA Period. *See* Nava Decl. at ¶¶ 15, 17; *see also* Settlement at §§ 3.2.5, 3.2.5.1. Plaintiff
8 submitted a copy of the Class Action and PAGA Settlement Agreement to the LWDA. Yslas
9 MPA Decl. at ¶ 7, Exhibit 2. The LWDA has not responded to or objected to the Settlement.
10 Yslas MFA Decl. at ¶ 22.

11 **G. The Reaction of Class Members to the Proposed Settlement**

12 Class Members’ reaction to the Settlement has been favorable. A court may properly
13 infer that a class action settlement is fair, reasonable, and adequate when few class members
14 object to or opt out of it. *Lealo v. Beneficial California, Inc.*, 82 Cal.App.4th 19, 51 (2000).

15 When the Court granted preliminary approval, it also approved the method of providing
16 notice to Class Members. Following a search of the National Change of Address database,
17 APEX mailed the Class Notice to all Class Members on June 30, 2025. Nava Decl. at ¶¶ 6, 7.
18 The Class Notice informed Class Members of the terms of the Settlement, the amount of their
19 individual settlements and how those amounts were calculated, their right to either participate
20 in the Settlement, opt out of it, object to it, or dispute the amount of their individual settlement
21 payment, the procedures and deadlines to submit an opt out, objection, or dispute, and the date,
22 time, and place of the hearing on Plaintiff’s Motion for Final Approval and instructions to be
23 heard at the hearing. *Id.* at ¶ 7, Exhibit A. Here, in response to the Class Notice, two (2) Class
24 Members opted out, and none objected as of the date of the filing of this Motion. *Id.* at ¶¶ 11,
25 12. Class Members’ favorable response to the Settlement further supports final approval.

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1 **III. THE REQUESTED FEE AWARD IS REASONABLE AND SHOULD BE**
2 **APPROVED**

3 There are two primary methods of determining a reasonable attorney fee in the context
4 of class action litigation. *Laffitte v. Robert Half Int'l, Inc.*, 1 Cal.5th 480, 489 (2016). The
5 percentage-of-recovery method calculates the fee as a percentage of a common fund recovered
6 on behalf of the class. *Id.* The lodestar method calculates the fee by multiplying the number of
7 hours reasonably expended by counsel by a reasonable hourly rate, which amount then may be
8 adjusted based on other factors. *Id.* In *Laffitte*, the California Supreme Court held that trial
9 courts have the discretion to choose between the two calculation methods. *Id.* at 504. Trial courts
10 also have the discretion to blend the two fee calculation methods, using one method to “cross-
11 check” the reasonableness of the other’s result, but a cross-check is not required. *Id.* 506.

12 **A. The Requested Fee Award is Fair and Reasonable Based on the Percentage-**
13 **of-Recovery Method**

14 The ultimate purpose of the percentage-of-recovery method is to “spread the attorney fee
15 among all the beneficiaries of the fund.” *Id.* at 503. The California Supreme Court recognized
16 that the percentage-of-recovery method has many advantages, “including relative ease of
17 calculation, alignment of incentives between counsel and the class, a better approximation of
18 market conditions in a contingency case, and the encouragement is provides counsel to seek an
19 early settlement and avoid unnecessarily prolonging the litigation [citation] . . .” *Id.*

20 The requested fee award (33 1/3% or one-third (1/3) of the GSA) is consistent with the
21 average fee award in class actions. *See, e.g., Roos v. Honeywell Int'l, Inc.*, 241 Cal.App.4th
22 1472 (2015) (fee award of 37.5% was not an abuse of discretion), disapproved of on other
23 grounds by *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th 260, 287 (2018); *Wren v. RGIS*
24 *Inventory Specialists*, No. C–06–05778 JCS, 2011 WL 1230826, at *29 (N.D. Cal. Apr. 1, 2011)
25 (approving fee award of 42%); *Singer v. Becton Dickinson and Co.*, No. 08–CV–821–IEG, 2010
26 WL 2196104, at *8 (S.D. Cal. June 1, 2010) (approving fee award of one-third and noting that
27 the typical fees awarded in wage and hour class action cases ranges from 33.33% to 40%).
28 Therefore, the percentage-of-recovery method should be utilized to approve the requested fee.

1 **B. A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee**

2 Although *Laffitte* makes clear that a lodestar cross-check is not required, Class Counsel’s
3 lodestar supports the reasonableness of the requested fee. The lodestar is determined by
4 multiplying the number of hours reasonably expended by the reasonable hourly rate. *PLCM*
5 *Group, Inc. v. Drexler*, 22 Cal.4th 1084, 1095 (2000). The lodestar figure may then be adjusted,
6 based on consideration of factors specific to the case, in order to fix the fee at the fair market
7 value for the legal services provided.” *Id.* The factors that can be considered include “the nature
8 of the litigation, its difficulty, the amount involved, the skill required in its handling, the skill
9 employed, the attention given, the success or failure, and other circumstances in the case.”
10 *Melnyk v. Robledo*, 64 Cal.App.3d 618, 623-624 (1976) (citations omitted).

11 Class Counsel’s hourly rates are comparable to those charged by other class action
12 counsel. Yslas MFA Decl. at ¶ 16. The total hours expended on this action were reasonable and
13 in line with comparable cases. *Id.* Class Counsel spent a total of 136.4 hours in prosecuting this
14 action, which were divided among the attorneys working on this case according to skill level.
15 Yslas MFA Decl. at ¶¶ 17-19. The hours expended by each attorney were reasonable and not
16 duplicative and reflect the extensive investigation and analysis that was required to achieve this
17 Settlement. *Id.*

18 Multiplying the total hours expenses by Class Counsel by their reasonable hourly rates
19 yields a lodestar of \$117,255.00. Yslas MFA Decl. at ¶ 18. This amount surpasses the requested
20 fee award of \$84,000.00, resulting in a negative multiplier. Yslas MFA Decl. at ¶¶ 18, 19.
21 Accordingly, Class Counsel respectfully requests the Court approve their \$84,000.00 fee
22 request.

23 **IV. THE REQUESTED COST AWARD IS REASONABLE AND SHOULD BE**
24 **APPROVED**

25 The Settlement permits Class Counsel to seek reimbursement of litigation costs in an
26 amount up to \$20,000.00. The actual costs incurred are \$15,685.07, as such Class Counsel is
27 seeking reimbursement of \$15,685.07. *Id.* at ¶ 20, Exhibit 1. Since Class Counsel’s costs do not
28 exceed the maximum of \$20,000.00, the remaining \$4,314.93 will revert to the Net Settlement

Amount. *Id.* These costs were reasonable and necessary to prosecute this case and obtain the results achieved. *Id.*

V. THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENT IS REASONABLE AND SHOULD BE APPROVED

Plaintiff also requests that he be awarded a service payment of \$10,00.00 for her role in obtaining the Settlement. In evaluating a service payment, the Court may consider: “(1) the risk, both financial and otherwise, the class representative faced in bringing the suit; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation; and (5) the personal benefit received by the class representative as a result of the litigation.” *Golba v. Dick’s Sporting Goods, Inc.*, 238 Cal.App.4th 1251, 1272 (2015); *Clark v. American Residential Services, LLC*, 175 Cal.App.4th 785, 804 (2009).

Here, Plaintiff provided a declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement and a declaration in support of Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement detailing the risk she faced in bringing the suit, the notoriety and personal difficulties she encountered, the amount of time and effort she spent on this litigation, the duration of this litigation, and the personal benefit she will receive as a result of the litigation. *See generally* Declaration of John Margaritis, Jr. in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement filed on February 20, 2025 and Declaration of Plaintiff John Margaritis, Jr. in Support of Motion for Final Approval of Class Action and PAGA Settlement filed concurrently herewith. Plaintiff should be adequately compensated for his role in obtaining in this Settlement.

Additionally, no Class Members objected to the amount of additional compensation sought by Plaintiff. As such, the award is reasonable in light of the substantial benefits Plaintiff conferred upon the settlement class.

VI. THE SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE AND SHOULD BE APPROVED

The Parties agreed to hire APEX as the Settlement Administrator in this case and the

1 Court approved this choice at preliminary approval. The Settlement Administrator was
2 responsible for updating Class Members' mailing addresses, mailing the Class Notice to each
3 Class Member, responding to Class Member questions, providing weekly status reports, and
4 providing a declaration as to the results of the mailing. *See* Nava Decl. at ¶ 3. Following final
5 approval, APEX's duties will continue in order to calculate and to mail the settlement payments
6 to Class Members, disburse other payments as ordered by the Court, and perform such other
7 duties described in the Settlement. *Id.* The requested amount of \$8,490.00 for services rendered
8 and to be rendered is therefore fair and reasonable.

9 **VII. CONCLUSION**

10 Based on the foregoing, Class Counsel respectfully requests that the Court grant final
11 approval of the Class Action and PAGA Settlement, approve Class Counsel attorneys' fees in
12 the amount of \$84,000.00 and reimbursement of litigation costs in the amount of \$15,685.07,
13 the Class Representative Service Payment in the amount of \$7,500.00, civil penalties under
14 PAGA in the amount of \$15,000.00, and \$8,490.00 to APEX for its settlement administration
15 expenses.

16 Dated: November 26, 2025

17 **WILSHIRE LAW FIRM, PLC**

18 By: 
19 Lisa B. Iturriaga
20 Attorneys for Plaintiff John Margaritis, Jr.
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