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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

AARON ALVAREZ and MICHAEL ARMOUR,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

v.

AMAROK LLC, a Delaware limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CV008395 (Lead Case)
Case No.: 24CV013383

*Assigned for all purposes to:
Hon. Jill H. Talley
Dept. 23*

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

Final Approval Hearing:
Date: October 17, 2025
Time: 9:00 a.m.
Dept.: 23

Action Filed: April 30, 2024

1 Plaintiffs Aaron Alvarez and Michael Armour’s (collectively “Plaintiffs”) Motion for
2 Preliminary Approval of Class Action and PAGA Settlement came before this Court on October
3 17, 2025, at 9:00 a.m., in Department 23 of the Superior Court of California, County of
4 Sacramento, Gordon D. Schaber Sacramento County Courthouse located at 720 Ninth Street,
5 Sacramento, California 95814. On May 19, 2025, this Court issued an Order Granting Plaintiffs’
6 Motion for Preliminary Approval of Class Action and PAGA Settlement. Plaintiffs now seek an
7 order granting final approval of the Class Action and PAGA Settlement Agreement
8 (“Settlement”), a copy of which is attached to the Declaration of John G. Yslas in Support of
9 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1**.

10 Having received and considered the Settlement, the supporting papers filed by the
11 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
12 of Class Action Settlement granted on May 19, 2025, and the instant Motion for Final Approval
13 of Class Action and PAGA Settlement and supporting papers, the Court grants final approval of
14 the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
15 DETERMINATIONS:

16 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
17 including all Settlement Class Members.

18 2. The Court finds that the Class, as defined below, is properly certified as a class for
19 settlement purposes only:

20 Current and former non-exempt employees of Defendant employed in California
21 during the Class Period (April 30, 2020, through May 19, 2025).

22 3. The Court appoints Plaintiffs Aaron Alvarez and Michael Armour as class
23 representatives for settlement purposes only.

24 4. The Court appoints John G. Yslas, Eugene Zinovyev, John Brown, Courtney M.
25 Miller, Lisa B. Iturriaga, and Gabriella Solé of Wilshire Law Firm, PLC as Class Counsel for
26 settlement purposes only.

27 5. The Class Notice provided to the Class Members conforms with the requirements
28 of California Code of Civil Procedure section 382, California Civil Code section 1781, California

Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of due process.

6. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

7. The Settlement Agreement is not an admission by Defendant or any other Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or any other Released Parties. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of the other Released Parties.

8. No Class Members have objected to the Settlement.

9. No Class Members have requested exclusion from the Settlement.

10. From the Date of Finality plus ten (10) business days, Defendant shall deposit the Gross Settlement Amount of One Hundred Ten Thousand Eighty-Three Dollars and Twenty-Eight Cents (\$110,083.28) into an account established by the Settlement Administrator. Defendant must also pay the employer share of payroll taxes on the wage portion of any individual settlement payments. The Settlement Administrator shall mail the Individual Settlement Payments and Individual PAGA Payments no later than fourteen (14) days after Defendant funds the Gross Settlement Amount ("Settlement Proceeds Distribution Deadline"). The distribution of attorneys' fees, attorneys' costs, the Labor and Workforce Development Agency ("LWDA") payment, and the incentive awards shall occur no later than the Settlement Proceeds Distribution Deadline and under no circumstances before distribution of payments to Settlement Class Members and

1 Aggrieved Employees.

2 11. If, within forty-five (45) days of the initial mailing of the payment(s), the Settlement
3 Administrator receives notice from Settlement Class Members or Aggrieved Employees that they
4 have not received their settlement check, the Settlement Administrator shall make reasonable
5 efforts to ensure the initial payment is cancelled and re-issue the payment to the Settlement Class
6 Member or Aggrieved Employee.

7 12. In addition to any recovery Plaintiffs may receive under the Settlement, and in
8 recognition of Plaintiffs' efforts on behalf of the Settlement Class, the Court hereby approves
9 payment from the Gross Settlement Amount of an incentive award to Plaintiff Aaron Alvarez in
10 the amount of Five Thousand Dollars (\$5,000.00) an incentive award to Plaintiff Michael Armour
11 in the amount of Five Thousand Dollars (\$5,000.00).

12 13. The Court approves payment from the Gross Settlement Amount for civil penalties
13 under PAGA in the amount of Ten Thousand Dollars (\$10,000.00) with the LWDA to receive 75%
14 (\$7,500.00), and the remaining 25% (\$2,500.00) to be distributed to Aggrieved Employees, defined
15 as all current and former non-exempt employees of Defendant employed in the State of California
16 during the PAGA Period (April 30, 2023, through May 19, 2025). The Court finds and determines
17 that such payment is fair, reasonable, and appropriate.

18 14. The Court approves payment from the Gross Settlement Amount for attorneys' fees
19 to Class Counsel in the amount of Thirty-Six Thousand Six Hundred Ninety-Four Dollars and
20 Forty-Three Cents (\$36,694.43), and the reimbursement of litigation costs in the amount of
21 Thirteen Thousand Three Hundred Nine Dollars and Forty-Two Cents (\$13,309.42). Both are
22 reasonable amounts. The reasonableness of the fee award is determined based on a reasonable
23 percentage of the common fund obtained for the Class. The Court also has considered the "lodestar
24 amount." Awarding fees on a percentage basis encourages efficient litigation practices and reflects
25 the actual benefit obtained for the Class.

26 15. The Court approves payment from the Gross Settlement Amount in the amount of
27 Three Thousand Five Hundred Dollars (\$3,500.00) to Apex Class Action Administration for its
28 performance of settlement administration services.

1 16. Individual Settlement Payment and Individual PAGA Payment checks will be valid
2 for one hundred eighty (180) days after mailing by the Settlement Administrator. After the one
3 hundred eighty (180) day check validity period, unclaimed or uncashed settlement checks will
4 become cancelled and funds associated with the cancelled checks will be transmitted to Katherine
5 and George Alexander Community Law Center at the Santa Clara University School of Law, a
6 non-profit organization.

7 17. As of the Date of Finality and full funding of the Gross Settlement Amount, Named
8 Plaintiffs and all Settlement Class Members shall be deemed to have fully, finally, and forever
9 released, settled, compromised, relinquished, and discharged any and all Settled Class Claims
10 against any and all Released Parties. The Settlement includes a release of all Settled Class Claims
11 during the Class Period by Settlement Class Members. The Parties agree for settlement purposes
12 only that, because the Class Members are so numerous, it is impossible or impracticable to have
13 each Class Member execute this Agreement. Accordingly, the Class Notice will advise all Class
14 Members of the binding nature of the Class Settlement as to Settlement Class Members and the
15 binding nature of the PAGA Settlement as to the State of California and all PAGA Members, and
16 such notice shall have the same force and effect as if the Agreement were executed by each Class
17 Member. The Parties agree that this is a settlement of disputed claims not involving undisputed
18 wages, and that Labor Code Section 206.5 is therefore inapplicable. Expressly excluded from this
19 release are any and all possible claims arising from the claims addressed in the separate individual
20 settlement entered into between Defendant and Plaintiff Aaron Alvarez (“Alvarez Settlement”).
21 Therefore, the Alvarez Settlement will not be affected by this release. “Released Parties” means
22 Amarok LLC, and each of its current and former shareholders, board members, directors, officers,
23 employees, managers, independent contractors, members, investors, insurers, parent companies,
24 subsidiaries, affiliates, and counsel.

25 18. As of the Date of Finality and full funding of the Gross Settlement Amount, the
26 State of California, with respect to Named Plaintiffs and all PAGA Members, shall be deemed to
27 have fully, finally, and forever released, settled, compromised, relinquished, and discharged any
28 and all of the Released Parties of and from any and all Settled PAGA Claims. The Parties agree

1 that it is their intent that the terms set forth in this Agreement will release any further attempt, by
2 lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each
3 and every PAGA Member to obtain any recovery based on the Settled PAGA Claims. Expressly
4 excluded from this release are any and all possible claims arising from the claims addressed in the
5 separate individual settlement entered into between Defendant and Plaintiff Aaron Alvarez
6 (“Alvarez Settlement”). Therefore, the Alvarez Settlement will not be affected by this release.

7 19. This Court shall retain jurisdiction with respect to all matters related to the
8 implementation, interpretation, administration, effectuation and enforcement of this Order and the
9 Settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the
10 lawsuit, including but not limited to all matters related to the settlement and the determination of
11 all controversies relating thereto.

12 20. A Settlement Compliance Hearing is set for October 16, 2026, at 10:30 a.m. or a
13 date and time soon thereafter more convenient for the Court: _____, at 10:30
14 a.m. in Dept. 23 of the above-captioned Court.

15 21. A final report from the Settlement Administrator indicating that disbursements were
16 made pursuant to the Settlement shall be filed at least 15 days prior to the Settlement Compliance
17 Hearing. If the Court is satisfied that the settlement funds have been fully distributed, no
18 appearance will be required at the Settlement Compliance Hearing.

19 22. The Court hereby enters final judgment in accordance with the terms of the
20 Settlement, the Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action and
21 PAGA Settlement, and this Order.

22 **IT IS SO ORDERED.**

23
24 Dated: _____

HONORABLE JILL H. TALLEY
JUDGE OF THE SUPERIOR COURT