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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO

LUIS R. CHAVARRIA RAMIREZ, individually, and on behalf of other members of the general public similarly situated; Plaintiff, v. PROSPECT INTERNATIONAL AIRPORT SERVICES CORPORATION, a Nevada corporation; PROSPECT AIRPORT SERVICES, INC., an unknown business entity; and DOES 1 through 100, inclusive, Defendants.	Case No.: 21-CIV-03392 *[Consolidated with Case No. 21-CIV-03393]* **PLAINTIFF'S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: June 17, 2025 Time: 2:00 p.m. Dept: 4 FAC Filed: January 10, 2024 Jury Trial Date: None Set

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I. INTRODUCTION

On January 31, 2025, the Court preliminarily approved this Settlement.[1]

Subsequently, the Settlement Administrator disseminated the Notice, and the response of the Class has been completely positive. There have been zero objections, zero disputes regarding workweeks, and zero requests for exclusion.

Plaintiff now seeks final approval of the Settlement, which is an excellent result achieved for the Class. The Settlement was achieved through Class Counsel's determined pursuit of the best possible outcome, refusing to settle at the first opportunity and instead persistently pushing for more. Before agreeing to the Settlement, Class Counsel analyzed thousands of pages of Defendants' internal documents, time and pay data for 25% of the Class, obtained contact information for 50% of the Class and interviewed employees, and explored the strengths and weaknesses of the Class claims over two rounds of mediation. Throughout the litigation, at every opportunity, Class Counsel fought for increased consideration for the Class.

Now with this Settlement, Class Members will be able to obtain an estimated average net recovery of $1,017.45 each, with the highest individual payment currently estimated to be approximately $3,499.08 (not including additional amounts to be paid as part of the PAGA settlement amount). Accordingly, Plaintiff respectfully requests that the Court finally approve the Settlement.

II. SUMMARY OF LITIGATION

A. Factual Background

Defendants provide support services at commercial airports, including locations in California such as San Francisco International Airport ("SFO") and Oakland International Airport ("OAK"). See Declaration of Esther L. Bylsma in Support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, filed concurrently herewith ("Bylsma Decl."), ¶14. Plaintiff is a former

[1] The "Settlement" refers to the Amended Joint Stipulation of Settlement, attached as Exhibit 1 to the Declaration of Esther L. Bylsma in Support of Plaintiff's Supplemental Brief in Support of Motion for Preliminary Approval of Class and PAGA Action Settlement, filed in the Consolidated Action on November 27, 2024 ("Bylsma Supp. Decl.").

Unless otherwise indicated, all capitalized terms herein have the meaning as defined in the Settlement.

employee that provided wheelchair assistance to passengers at SFO from approximately January 23, 2019 to March 25, 2020. *Id*., ¶15.

Plaintiff's Labor Code claims are premised on the following core factual allegations.

(a) First, Plaintiff alleges that Defendants failed to pay Class Members for all compensable time, including for time spent in connection with clock machines, and through the application of a rounding practice.

(b) Second, Plaintiff alleges that Defendants failed to provide premiums for noncompliant meal and rest periods.

(c) Third, Plaintiff alleges that Defendants failed to provide business reimbursements for the expenses associated with maintenance of uniforms.

Id., ¶16.

Based on the above core allegations, Plaintiff's complaint asserts eleven causes of action: (i) failure to pay overtime wages; (ii) failure to authorize and permit and/or make available meal periods or pay premium wages in lieu thereof; (iii) failure to authorize and permit and/or make available rest periods or pay premium wages in lieu thereof; (iv) failure to pay minimum wages; (v) failure to pay wages at separation; (vi) failure to timely pay earned wages during employment; (vii) failure to provide accurate itemized wage statements; (viii) failure to keep requisite payroll records; (ix) failure to reimburse business expenses; (x) violation of the California Business and Professions Code ("UCL"); and (xi) violations under the PAGA. *Id*., ¶17.

B. Procedural History

On April 14, 2021, Plaintiff provided timely written notice to Defendants and the California Labor & Workforce Development Agency ("LWDA") of his intent to file a complaint for claims under the PAGA. *Id*., ¶18. On June 18, 2021, Plaintiff filed a PAGA complaint in this Court seeking civil penalties on behalf of the State of California based on Defendants' violations of the California Labor Code during the PAGA Period. *Id*., ¶19.

On June 18, 2021, Plaintiff also filed a class action complaint in this Court alleging ten causes of action based on Defendants' violations of the California Labor Code during the Class Period. *Id*., ¶20. On August 12, 2021, Defendants removed the class action complaint to the Northern District of

California. *Id*., ¶21. On November 9, 2021, the Northern District of California court granted Plaintiff's motion to remand. *Id*., ¶22.

Subsequently, Plaintiff pursued formal discovery from Defendants. *Id*., ¶23.

In May 2022, Plaintiff and Defendants (together, the "Parties") agreed to attend private mediation. *Id*., ¶24. In advance of mediation, Defendants provided informal discovery, including approximately 1740 pages of relevant documents consisting of Plaintiff's employment records, documents regarding Defendants' policies, practices, and procedures at issue in this litigation, and time and pay data for a 10% sample of the Class. Defendants also provided key data points, such as the total number of Class members, total number of separated employees, aggregate number of workweeks, *etc*. *Id*., ¶25.

On November 17, 2022, the Parties participated in a mediation with Steve Pearl, a respected and experienced wage and hour mediator. *Id*., ¶26. The mediation was not successful. *Id*. However, the Parties agreed to attempt a second round of mediation after another round of informal discovery. *Id*.

In advance of the second mediation, Defendants provided additional informal discovery, including approximately 2,000 additional pages of relevant documents, including time and pay data for 25% of the Class and additional information regarding workweeks by month. *Id*., ¶27. Defendants also agreed to provide contact information for 50% of the Class. *Id*. On or around March 20, 2023, a third-party administrator completed the *Belaire-West* procedure, and provided a list of Class members who had not opted out to Plaintiff. *Id*., ¶28. Subsequently, Plaintiff analyzed the additional pay and time data and interviewed numerous Class members. *Id*., ¶29.

On July 17, 2023, the Parties participated in a second mediation with Steve Pearl. Again, the Parties did not resolve the Consolidated Action at mediation. *Id*., ¶30. However, in the evening, Mr. Pearl provided a mediator's proposal. *Id*.

On July 18, 2023, Mr. Pearl informed the Parties that both Parties had accepted the mediator's proposal. *Id*., ¶31.

Subsequently, the Parties negotiated the settlement papers. *Id*., ¶32.

On or around September 21, 2023, the Parties executed a Memorandum of Understanding, which set forth the material terms of the Settlement. *Id*., ¶33.

The Parties then negotiated, drafted, and finalized a long-form settlement agreement on or around January 10, 2024. *Id*., ¶34.

On May 10, 2024, Plaintiff filed his motion for preliminary approval. *Id*., ¶35.

On June 11, 2024, the Court issued a tentative ruling indicating that it was inclined to grant the Motion. *Id*., ¶36. The Court found that the requirements for preliminary approval had been met, but indicated it had certain concerns, which the Court specifically outlined in its Tentative Ruling, and the Parties agreed to submit a supplemental brief addressing each of the Court's concerns. *Id*.

The Parties subsequently met and conferred numerous times to address the Court's concerns, including preparing amendments to the settlement agreement, proposed class notice, and proposed preliminary approval order to address the Court's concerns. *Id*., ¶37.

During the course of these meet and confers, Defendants became aware of a separate issue – namely, an inadvertent error in the calculation of the aggregate workweeks worked by Class members in the Class Period. *Id*., ¶38. Defendants informed Plaintiff that the corrected number of workweeks was materially less than what was previously estimated. *Id*.

The Parties re-engaged in settlement negotiations and additional informal discovery based on this new information, requesting and obtaining the assistance of the mediator who previously assisted with the Settlement. *Id*., ¶39.

After several months of negotiations, assisted by the mediator, the Parties negotiated revised settlement terms, which were memorialized in the Amended Joint Stipulation of Settlement and signed on May 10, 2024. *Id*., ¶40.

Although the amended Settlement resulted in a ***decrease*** in attorneys' fees, the amended Settlement resulted in an ***increase*** in settlement consideration to each Class member. *Id*., ¶41.

On November 27, 2024, Plaintiff filed a Supplemental Brief in Support of Motion for Preliminary Approval of Class and PAGA Action Settlement, providing the Settlement to the Court. *Id*., ¶42.

On January 31, 2025, the Court granted preliminary approval of the Settlement and issued the Preliminary Approval Order. *Id*., ¶43.

On February 6, 2025, the Settlement Administrator mailed the Notice in English and Spanish to all 1,078 Class Members. *Id*., ¶44.

III. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT

A class action may not be dismissed, compromised, or settled without the approval of the court. Any settlement of a PAGA action must also be approved by a court. Cal. Lab. Code § 2699(1)(2). Here, the Court has already granted preliminary approval, notice has been mailed to the Class Members, and the Settlement Class has responded overwhelmingly in favor of the Settlement. The Court should therefore finally approve the Settlement, the Service Award, and Class Counsel's fees and costs.

A. The Best Practicable Notice Was Provided to the Class

Notice of a class action settlement should be the best "practicable under the circumstances including individual notice to all members who can be identified through reasonable effort." *Torrisi v. Tucson Elec. Power Co*., 8 F.3d 1370, 1374 (9th Cir. 1993);[2] *Wershba v. Apple Computer, Inc*., 91 Cal. App. 4th 224, 251 (2001), disapproved on other grounds by *Hernandez v. Restoration Hardware, Inc*., 4 Cal. 5th 260, 269 (2018) (the standard is whether the notice has a reasonable chance of reaching a substantial percentage of the class members). The notice is adequate where the notice is given in a "form and manner that does not systematically leave an identifiable group without notice." *Mandujano v. Basic Vegetable Prods., Inc*., 541 F.2d 832, 835 (9th Cir. 1976).

Here, pursuant to the Court's January 31, 2025 order granting preliminary approval, the Notice was mailed in English and Spanish to the 1,078 Class Members according to the terms of the Settlement. *See* Declaration of Mayra Gonzalez in Support of Final Approval, filed concurrently herewith ("Gonzalez Decl."), ¶¶3-5. The Notice provided a description of the case and the proposed Settlement, informed Class Members of their individual workweeks and estimated individual settlement payment, explained how Class Members could receive payment under the Settlement, exercise their right to opt-out, object, or dispute their workweeks, and identified Class Counsel and the requested attorneys' fees and costs and Incentive Award.

The Settlement Administrator has reported that zero Notices have been returned as undeliverable. *Id*., ¶6.

[2] Unless otherwise indicated, citations are omitted and emphasis is added.

The Settlement Administrator followed all the procedures set forth in the Court-approved notice plan. Reasonable steps were taken to ensure that all Class Members receive the notice packets. Accordingly, the notice process satisfies the "best practicable notice" standard. *See Ruiz v. XPO Last Mile, Inc.*, No. 3:05-CV-02125 JLS (KSC), 2017 U.S. Dist. LEXIS 209361, at *11 (S.D. Cal. Dec. 20, 2017) (finding notice sufficient where the administrator mailed notices to the last known address and attempted to send returned notices to updated addresses; "In similar situations, courts have found comparable efforts by settlement administrators to provide notices to potential class members to be sufficient at the final approval stage" and citing cases).

B. The Settlement is Fair, Reasonable, and Adequate

When considering a motion for final approval of a class action settlement, a court's inquiry is typically limited to determining whether the settlement is "fair, adequate, and reasonable." *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996) ("[t]he inquiry 'must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties'"). A settlement satisfies that criteria when "the interests of the class as a whole are better served if the litigation is resolved by the settlement rather than pursued." *See* MANUEL FOR COMPLEX LITIGATION (FOURTH) §30.42 (2004). This standard focuses on a comparison of the benefits of settlement versus the risks and costs of continued litigation. *See N. Cnty. Contractor's Ass'n v. Touchstone Ins. Servs.*, 27 Cal. App. 4th 1085, 1091 (1994). Longstanding public policy also heavily favors settlements, particularly of class actions. *See, e.g.*, *Hamilton v. Oakland Sch. Dist. of Alameda Cnty.*, 219 Cal. 322, 329 (1933); *Bell v. Am. Title Ins. Co.*, 226 Cal. App. 3d 1589, 1608 (1991).

Based on these considerations, a "presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are 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." *Dunk*, 48 Cal. App. 4th at 1802; *see also Cellphone Fee Termination Cases*, 186 Cal. App. 4th 1380, 1389 (2010) (same). Also relevant to establishing fairness are: (1) the settlement amount; (2) the risks, complexity, expense, and likely duration of continued litigation; (3) the stage of proceedings; and (4) the views of class counsel and class members. *Dunk*, 48 Cal. App. 4th at 1801 (citing *Officers for Just. v. Civil Serv. Comm'n of City & Cnty. of S.F.*, 688 F.2d 615, 625 (9th Cir. 1982)); *see also Cellphone*, 186 Cal. App. 4th at 1389.

1. The Settlement is Presumptively Fair

As further detailed herein and in the Bylsma Decl., the Settlement is presumptively fair for several distinct reasons. First, the Settlement is the result of arms-length negotiations. It is the result of two separate mediations, and extensive post-mediation settlement negotiations between the Parties with substantial guidance of a mediator highly experienced in wage and hour actions, Steve Pearl. *See* Bylsma Decl., ¶¶26, 30-34, 38-40, 46.

Second, the Settlement was informed by Class Counsel's extensive pre-trial investigation, fact discovery, and litigation efforts, which ensured that Plaintiff and Class Counsel had a thorough understanding of the strengths and weaknesses of the claims at the time of Settlement. *Id.*, ¶¶18-44, 47. Before agreeing to the Settlement, Class Counsel analyzed thousands of pages of Defendants' internal documents, time and pay data for 25% of the Class, obtained contact information for 50% of the Class and interviewed employees, and explored the strengths and weaknesses of the Class claims over two rounds of mediation. *Id*. Throughout the litigation, at every opportunity, Class Counsel fought for increased consideration for the Class. *Id*.

Third, the Settlement was negotiated by Class Counsel who have recognized expertise in wage and hour litigation and have achieved repeated successful recoveries on behalf of employees. *Id.,* ¶¶9-13, 48. *See also* Declaration of Vartan Madoyan in Support of Plaintiff's Motion for an Award of Attorneys' Fees and Costs and Incentive Award, filed March 28, 2025 ("Madoyan Decl."), ¶¶13-18. Based on their experience, Class Counsel believe that the recovery here is highly favorable to the Class – particularly in light of the recoverable damages, the substantial risks of continued litigation, and the strengths and weaknesses of the case. Bylsma Decl., ¶¶48, 51-60; Madoyan Decl., ¶¶3-8.[3] That judgment is entitled to great weight. *Dunk*, 48 Cal. App. 4th at 1801.

Finally, the reaction of the Class supports a strong presumption of fairness. Pursuant to the Preliminary Approval Order, the Administrator mailed the Notice to all 1,078 Class Members. *See*

[3] *See also* Declaration of Carolyn H. Cottrell in Support of Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement, filed May 10, 2024 ("Cottrell Decl."), ¶¶79-86.

Gonzalez Decl., ¶¶3-5. There have been zero objections, zero disputes regarding workweeks, and zero requests for exclusion. *Id.*, ¶¶7-9. The lack of objections and exclusions by the Class to date supports a presumption of fairness. *See 7-Eleven Owners for Fair Franchising v. Southland Cor*p., 85 Cal. App. 4th 1135, 1153 (2000) (one factor that "lead[s] to a presumption the settlement was fair" is that only "a small percentage of objectors" came forward); *see also Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D. Cal. 2004) (small number of objections raises strong presumption that settlement is fair).

2. The Settlement Satisfies the Additional *Dunk* Factors

a. The Settlement Amount Favors Approval

The Settlement provides for a non-reversionary Gross Settlement Amount of $1,850,000.00. Bylsma Decl., ¶5. As was detailed in Plaintiff's preliminary approval papers, the Settlement reflects a significant percentage of Defendants' estimated undiscounted exposure, and an even greater percentage of Defendants' estimated discounted exposure. *See* Declaration of Carolyn H. Cottrell in Support of Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement, filed May 10, 2024 ("Cottrell Decl."), ¶75 (explaining that the Gross Settlement Amount reflects approximately 28% of Defendants' undiscounted maximum exposure for the Class claims, and 83% of the estimated discounted exposure for the Class claims).

The proposed Settlement is also unquestionably better than another distinct possibility – little or no recovery for the Class. *See also* Section III.D.2., below. Accordingly, this factor militates in favor of the Court granting final approval.

b. The Substantial Risks of Continued Litigation

As detailed in Plaintiff's preliminary approval papers, the Settlement is an excellent result achieved in light of the uncertainty and risk of the outcome of further litigation. Cottrell Decl., ¶¶79-86.

Throughout this litigation, Defendants have vigorously denied the allegations in the Action, and have denied all liability. Bylsma Decl., ¶53. Defendants have taken the position that this case is not suitable for class treatment and have asserted that they fully complied with their obligations under California's labor laws. *Id*.

Class Counsel has asserted the claims in this litigation, but understands the risks as further revealed through additional discovery that Class Counsel demanded and obtained in advance of the second mediation (such as an increased sample of time and pay records and the Class list). *Id*., ¶54. Class Counsel is aware of the risk that fact discovery may support Defendants' position that this case is not suitable for class treatment, and on the merits. *Id*.

Class Counsel is also aware of the risk that the Class size may be reduced to one location or positions only, or that class certification may be denied in whole. *Id*., ¶55. Litigating the class claims will require substantial additional preparation and discovery and ultimately would involve the depositions of numerous Class members and experts, the presentation of percipient and expert witnesses at trial, as well as the consideration, preparation, and presentation of voluminous documentary evidence and the preparation and analysis of expert reports. *Id*.

Assuming that class certification is granted, Plaintiff will then have to establish class-wide liability and prove up various issues regarding damages. *Id*., ¶56. Proving liability and damages issues would also be complicated by any individualized differences among Class members and will be vigorously disputed by Defendants. *Id*.

In short, obtaining class certification, establishing liability, and proving damages will require months, if not years, of further litigation and will necessitate expert witness testimony and significant additional resources. *Id*., ¶57.

While Class Counsel is confident that they would prevail on the merits of their case, they also recognize the risk that a fact finder may have found for Defendants on one or more of these issues or found damages to be significantly less than what Plaintiff claims. *Id*., ¶58.

These significant litigation risks of liability and damages support approval of the Settlement. *Id*., ¶106. *See e.g., Bellows v. NCO Fin. Sys., Inc*., 2008 WL 5458986, at *7 (S.D. Cal. Dec. 10, 2008) ("[W]hile Class Counsel believe strongly in the merit of the class claims, they also recognize that any case encompasses risks and that settlement of contested cases is preferred in this circuit. Indeed, even if Plaintiff were to prevail at trial, risks to the class remain."); *In re Heritage Bond Litig*., 2005 WL 1594403, at *7 (C.D. Cal. June 10, 2005) ("Also favoring approval of the Settlement is the knowledge that, while Plaintiffs are confident of the strength of their case, it is imprudent to presume ultimate success at trial and thereafter.").

Given the broad scope and magnitude of risks, Class Counsel concluded that the Settlement here, which provides a material percentage of the Class damages estimate, is a beneficial and just result for the Class. *Id.*, ¶59. It is Class Counsel's opinion that the Settlement is a fair, adequate, and reasonable settlement, and that it is in the best interests of the Class Members that the Settlement is finally approved. *Id.*, ¶60.

C. The Requested Attorneys' Fees and Costs and Incentive Award Should Be Granted

Pursuant to the Court's Preliminary Approval Order, on March 28, 2025, Plaintiff separately filed his motion papers in support of the request for Class Counsel's attorneys' fees and costs, and Plaintiff's Incentive Award.

No Class member has objected to Class Counsel's attorneys' fees and costs, and Plaintiff's Incentive Award. Accordingly, Class Counsel submits that they should be finally approved.

D. The Court Should Grant Final Certification of the Settlement Class

As, set forth in the Plaintiff's preliminary approval motion papers, and as the Court determined in preliminarily approving the Settlement, the requirements of California Code of Civil Procedure §382 are readily satisfied here. Nothing has occurred that would alter the Court's conclusion since then. Therefore, for the same reasons that the Court preliminarily certified the Class, it should finally certify the Class for settlement purposes.

IV. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant this Motion.

DATE: May 21, 2025

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