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By Superior Court of California, County of San Mateo

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By /s/ Nelson, Ashlee

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CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

Attorneys for Plaintiff

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;

Plaintiffs,

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]

NF

~~{PROPOSED}~~ FINAL APPROVAL
ORDER AND JUDGMENT

Date: July 29, 2025

Time: 2:00 p.m.

Dept: 4

FAC Filed: January 10, 2024

Jury Trial Date: None Set

~~{PROPOSED}~~ FINAL APPROVAL ORDER AND JUDGMENT

Ramirez v. Prospect International Airport Services Corporation, et al. – Case Nos. 21-CIV-03392 and 21-CIV-03393
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1 The Motion for Final Approval of Class Action and PAGA Settlement came before the Court
2 on July 29, 2025, at 2:00 p.m for a hearing and Final Approval Order and Judgment. Consistent with
3 the Court’s January 31, 2025 Order Granting Plaintiff’s Motion for Preliminary Approval of Class and
4 PAGA Settlement (“Preliminary Approval Order”), and the parties’ Amended Joint Stipulation of
5 Settlement (“Settlement”),¹ due and adequate notice having been given to all Class Members, and the
6 Court having considered all papers filed and proceedings had herein and otherwise being fully
7 informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED, AND**
8 **DECREED AS FOLLOWS:**

9 1. All terms used herein shall have the same meanings as set forth in the Settlement.

10 2. This Court has continuing jurisdiction over the subject matter of this action and over all
11 Parties to this Consolidated Action, including all Participating Class Members, until the Settlement is
12 fully administered. (*See* Cal. R. Ct., rule 3.769(h)).

13 3. The Court hereby finds that the Settlement is fair, reasonable, and adequate and that
14 Plaintiff has satisfied the standards and applicable requirements for final approval of this class action
15 and PAGA settlement under California law, including the provisions of California Code of Civil
16 Procedure § 382.

17 4. The Court finds that the Settlement has been reached as a result of intensive, serious and
18 non-collusive arm’s-length negotiations. The Court further finds that the parties have conducted
19 extensive investigation and research, and counsel for the parties are able to reasonably evaluate their
20 respective positions. The Court also finds that Settlement will avoid additional substantial costs, as well
21 as avoid the delay and risks that would be presented by the further prosecution of the action. The Court
22 has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant
23 value to the Participating Class Members and Aggrieved Employees.

24 5. The Court finds that the Class, as defined in the Settlement, is properly certified as a
25 class for settlement purposes only, and orders that it be certified for settlement purposes only.

27 ¹ The Settlement is attached as Exhibit 1 to the Declaration of Esther L. Bylsma in Support of Plaintiff’s
28 Supplemental Brief in Support of Motion for Preliminary Approval of Class and PAGA Action
Settlement, filed in the Consolidated Action on November 27, 2024.

1 6. Distribution of the Notice to the Class Members as set forth in the Settlement has been
2 completed in conformity with the Preliminary Approval Order, including individual notice to all Class
3 Members who could be identified through reasonable effort, and constituted the best notice practicable
4 under the circumstances. The Settlement Notice provided due and adequate notice of the proceedings
5 and of the matters set forth therein, including the proposed Settlement, to all persons entitled to such
6 notice, and the Notice and its distribution fully satisfied the requirements of due process.

7 7. The Court finds that zero Class Members have objected to the Settlement, and zero Class
8 Members have requested exclusion from the Settlement.

9 8. The Court hereby approves the Settlement and directs the parties to effectuate the
10 Settlement according to its terms.

11 9. Upon Effective Date, each and every Released Claim and Release of PAGA Claims is
12 and shall be deemed to be conclusively released as against the Released Parties.

13 10. The Court hereby finds the individual settlement payments provided for under the
14 Settlement and the Notice to be fair and reasonable in light of all the circumstances. The Court,
15 therefore, orders the calculations and the payments to be made and administered in accordance with the
16 terms of the Settlement and the Notice.

17 11. The Court hereby approves and orders payment in the amount of \$100,000.00 from the
18 Gross Settlement Amount for the PAGA claims, \$75,000.00 of which is payable to the California Labor
19 and Workforce Development Agency (“LWDA”), and \$25,000.00 of which will be distributed to the
20 PAGA Group Members on a pro rata basis, as set forth in the Settlement.

21 12. The Court hereby confirms Plaintiff as Class Representative and Schneider Wallace
22 Cottrell Konecky LLP (“SWCK”) and Lawyers *for* Justice, PC (“LFJ”) as Class Counsel in the
23 Consolidated Action.

24 13. The Court hereby approves and orders the Incentive Award to Plaintiff in the amount of
25 \$5,000.00 from the Gross Settlement Amount for his efforts on behalf of the Class Members. While
26 Plaintiff signed a general release, he provides no facts to demonstrate that he had any claim different
27 than the class members. While the court is aware of reputation harm, the law protects an employee
28

1 from being retaliated against by an employer and if plaintiff believes that any employer is retaliating
2 against him for being a plaintiff in this lawsuit, he shall notify his counsel who shall immediately notify
3 the court. The court has not been advised at any time during the course of this litigation of any alleged
4 retaliation. *Gentry v. Superior Court* (2007) 42 Cal.4th 443 discusses the fear of retaliation as a reason
5 an employee might not bring a lawsuit, but our Supreme Court agreed with defendant that the statistics
6 demonstrated that enforcement mechanisms to sanction retaliation were working. (Id. at pp. 460-461.)
7 The court is aware of the amount of the time that the case took, but for a class action, the time is not
8 extraordinarily long and the court expects that class counsel explained the time frame to Ramirez. Also,
9 the litigation risks of the case were minimized because of the early settlement.

10 14. Pursuant to the terms of the Settlement and the authorities, evidence, and argument
11 submitted by Class Counsel, the Court hereby awards 33% to Class Counsel attorneys' fees in the
12 amount of \$ 610,500.00, and litigation expenses in the amount of \$ 21,657.40, from the Gross
13 Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees and
14 costs incurred by and/or owed to Class Counsel. The court in reviewing the facts of this case finds that
15 the 33% award is appropriate. Plaintiffs refer to federal cases, but a 25% recovery is the benchmark in
16 the Ninth Circuit (*Six (6) Mexican Workers v. Arizona Citrus Growers* (9th Cir. 1990) 904 F.2d 1301,
17 1311; *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 24, fn. 1.) Instead, the court
18 follows California law where one-third is common. (*Laffitte, v. Robert Half International* (2016) 1
19 Cal.5th 480, 506 (Laffitte) ["33 1/3 percent of the common fund is consistent with, and in the range of,
20 awards in other class action lawsuits"]; *Chavez v. Netflix, Inc.* (2008) 162 App. 4th 43, 66 fn. 11 [final
21 fee award was 27.9% of the benefits]; see *Cotchett, Pitre & McCarthy v. Universal Paragon Corp.*
22 (2010) 187 Cal.App.4th 1405, 1421 [noting the arbitrator found that typical contingency for all cases
23 is 33 to 40 percent].) Plaintiffs also cite to cases in San Mateo Court Superior Court, including *Salom*
24 *v. Pulmonx Corp.*, San Mateo Superior Court No. 19Civ05070 (*Salom*), which while not identified by
25 plaintiffs as a case decided by this court, is a case ultimately decided by the Hon. Nancy L. Fineman.
26 The *Salom* case was first assigned to the Hon. Marie S. Weiner (Ret.) and a review of the document
27 demonstrates that there was formal discovery in that case with Judge Weiner set to decide discovery
28

1 disputes and motion practice. The cases cited by plaintiffs from San Mateo County demonstrate a range
2 of attorneys' fees and service awards, which is appropriate because these awards are based upon the
3 specific facts of the case. While a common fund fee is appropriate here, even a proper common fund-
4 based fee award should be reviewed through a lodestar cross-check. (Laffitte, supra, 1 Cal.5th at p.503.)
5 The declaration of Vartan Madoyan provides the background of the attorneys from Lawyers for Justice,
6 PC who worked on this case and their billing records and now the declaration of Esther L. Bylsma of
7 Schneider Wallace Cottrell Konecky LLP (Schneider) provides information for the court to conduct a
8 lodestar cross-check. Plaintiffs claim an aggregate lodestar of approximately \$579,977.50 based upon
9 approximately 806 hours of attorney and staff time. (MPA at p. 12.) Thus, an award of 610,500.00 is
10 in line with the lodestar. In reviewing the evidence submitted, the court finds that the hourly rates are
11 reasonable although on the high side. The court is familiar with the use of the Laffey index which may
12 be used by the trial court (*Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 702) and
13 has had Richard M. Pearl, an expert in the reasonableness of fees submit declarations in its cases. Pearl
14 has not submitted a declaration in this case about the reasonableness of these specific fees. This court
15 may use its own experience to determine the value of attorneys' fees. (*Spencer v. Collins* (1909) 156
16 Cal. 298, 306 ["The value of attorney's services is a matter with which a judge must necessarily be
17 familiar. When the court is informed of the extent and nature of such services, its own experience
18 furnishes it with every element necessary to fix their value."]; *Reynolds v. Ford Motor Company* (2020)
19 47 Cal.App.5th 1105, 1113-14 ["The trial court acted well within its discretion in using 'the prevailing
20 market value in the community for similar legal services' relying on its personal knowledge and
21 familiarity with the area legal services, as the 'touchstone' for determination" of the reasonable hourly
22 rates." (citations omitted)]). This court had extensive experience in class action and other common
23 fund cases while an attorney and has made decisions about attorneys' fees and costs frequently during
24 her time as a judicial officer. There were no novel issues in this case. The parties agreed to mediate by
25 the time of the second case management conference on May 10, 2022, continued to request continuance
26 of the case management conferences because of the continued mediation and had reached settlement
27 on July 17, 2023. (Joint Case Management Conference Statement filed Aug. 22, 2023 at p. 3.) There
28

1 was never any formal discovery in this case and no trial date. The court reviewed the work performed
2 by the attorneys and concludes that overall the hours spent were reasonable. However, the court
3 identifies some concerns which is one of the reasons that the court did not provide a higher attorneys'
4 fees. There is necessary duplication of work when the number of attorneys and staff who are identified
5 in the submission work on a case because of the learning curve and need for supervision.

6 15. The Court also hereby approves and orders payment from the Gross Settlement Amount
7 for actual settlement administration expenses incurred by the Settlement Administrator, Phoenix
8 Settlement Administrators, in the amount of \$ \$13,950.00.

9 16. The Parties shall implement the Settlement according to its terms.

10 17. The Court hereby enters Judgment in the entire action as of the filing date of this Final
11 Approval Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
12 finality of this Final Approval Order and Judgment in any way, the Court hereby retains continuing
13 jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders
14 entered in connection therewith pursuant to California Code of Civil Procedure § 664.6.

15 18. Pursuant to California Rules of Court, Rule 3.1312, Plaintiff's counsel provided
16 Defendant's counsel a copy of this [Proposed] Final Approval Order and Judgment on July 31, 2025.
17 Plaintiff did not receive a response after the requisite period from Defendant. As such, Plaintiff's
18 counsel submits this proposed order as approved by all parties.

19 19. The Court approves the following implementation schedule:

Event	Deadline
Hearing	July 29, 2025
Effective Date of Settlement (Settlement, Article 1.a).	The later of the following: (i) the date the Final Order Approving Settlement of Class Action is entered by the Court if no objections are filed to the Settlement; (ii) if objections are filed and overruled, and no appeal is taken of the Final Order Approving Settlement of Class Action, sixty-five (65) calendar days after Final Order Approving Settlement of Class Action is entered by the Court; or (iii) if an appeal is taken from the Court's overruling of objections to the Settlement, ten (10)

	calendar days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final
Defendant to fund the Gross Settlement Amount (Settlement, §3.06.a).	Ten (10) calendar days after the Effective Date
Settlement Administrator to mail Individual Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the Incentive Award, and employer and employee tax withholdings applicable to the Net Settlement Amount allocated to wages (Settlement, §3.06.a).	Within ten (10) business days after receiving Defendant's funding of the Gross Settlement Amount
Check Cashing Deadline (Settlement, §3.06.f).	180 days from the date of issuance.
Settlement Administrator to transmit the uncashed funds to the <i>cy pres</i> recipient "Legal Aid at Work" (Settlement, §3.06.f).	Within 10 business days after the close of the check-cashing period for the third (and final) round of checks.
Deadline for Class Counsel to file Post-Distribution Accounting (Settlement, ¶ 27).	At the conclusion of the last of the 180-day check cashing periods set forth below and following receipt of the Settlement Administrator's report showing the total funds that were actually paid to Participating Class Members. (5 court days before Post-Accounting Hearing)
Post-Distribution Hearing	[May 31, 2026, or a date thereafter that is convenient to the Court] June 2, 2026 at 2:00 p.m.

The court sets a post-distribution/compliance hearing for June 2, 2026 at 2:00 p.m. NF
Plaintiff shall file a compliance report five court days before the hearing.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

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SIGNED

By /s/ Fineman, Nancy

08/25/2025

HON. NANCY FINEMAN
JUDGE OF THE SUPERIOR COURT

Dated: _____, 2025