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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;

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]

**[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
21 well as avoid the delay and risks that would be presented by the further prosecution of the action. The
22 Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the
23 significant 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
16 the 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
19 Labor and Workforce Development Agency (“LWDA”), and \$25,000.00 of which will be distributed
20 to the 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 \$15,000.00 from the Gross Settlement Amount for his efforts on behalf of the Class Members.

26 14. Pursuant to the terms of the Settlement and the authorities, evidence, and argument
27 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys’ fees in the amount of
28

1 \$ 647,500.00, and litigation expenses in the amount of \$ 21,657.40, from the Gross Settlement Amount
2 as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by
3 and/or owed to Class Counsel.

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

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

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

13 18. 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	Within ten (10) business days after receiving Defendant's funding of the Gross Settlement Amount

Incentive Award, and employer and employee tax withholdings applicable to the Net Settlement Amount allocated to wages (Settlement, §3.06.a).	
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]

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: _____, 2025

HON. NANCY FINEMAN
JUDGE OF THE SUPERIOR COURT