

FILED
Superior Court of California
County of Los Angeles

12/22/2025

David W. Slayton, Executive Officer / Clerk of Court

By: N. Rodriguez Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

THAMAR FREEMAN, an individual, on
behalf of herself; and as a representative of
the State of California and the LWDA for
all others similarly situated and aggrieved
employees,

Plaintiff,

v.

AREAS SKYVIEW LAX JV, LLC, a
limited liability company, and DOES 1
through 50, inclusive,

Defendants.

Case No. 23TRCV04022

[PROPOSED] FINAL JUDGMENT

Hearing Date: May 22, 2025

Time: 08:30 AM

Department: 1

Action filed: December 4, 2023

SAC filed: August 21, 2024

Trial date: None

1 This Court granted preliminary approval of the Joint Stipulation of Class and PAGA Action
2 Settlement (the “Agreement” or “Settlement”) and conditionally certified a class for settlement
3 purposes only on November 20, 2024 (the “Settlement Class”). Due and adequate notice having
4 been given to the Class Members, and the Court having considered the Settlement, all papers filed
5 and proceedings had herein, all oral and written comments regarding the Settlement, and having
6 reviewed the record in this litigation, and good cause appearing,

7 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

8 1. Unless otherwise provided, all terms used herein shall have the same meaning as those
9 provided in the Agreement.

10 2. The Court has jurisdiction over the subject matter of the litigation and over the Parties
11 to this litigation, including all Class Members and Aggrieved Employees.

12 3. The Court now finally certifies the Settlement Class for settlement purposes only:

13 **Settlement Class** means a member of the class conditionally certified for settlement
14 purposes only that consists of all current and former non-exempt, hourly employees of
15 Areas Skyview LAX JV, LLC employed in California during the Class Period.

16 4. All persons who meet the foregoing definition are members of the Settlement Class,
17 except for those individuals who elected to opt out of the Settlement Class.

18 5. Consistent with the definition provided in the Agreement, the term “Aggrieved
19 Employees” shall mean the following: “All current or former employees of Areas Skyview LAX
20 JV, LLC and Areas USA LAX, LLC employed in California during the PAGA Period.”

21 6. The Court appoints Named Plaintiff Tamar Freeman as the Class Representative.

22 7. Amir H. Seyedfarshi of Employment Rights Lawyers, APC and Tatiana Hernández
23 of the Law Offices of Tatiana Hernández, P.C. have shown they are qualified to conduct the pending
24 litigation and represent Named Plaintiff and the Settlement Class and are therefore confirmed as
25 Class Counsel.

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1 8. The Court finds that the distribution of the Notice of Class and PAGA Action
2 Settlement (“Notice”) has been completed in conformity with the Court’s Preliminary Approval
3 Order. The Court finds that the Notice was the most practicable under the circumstances and
4 provided due and adequate notice of the proceedings and of the terms of the Settlement. The Court
5 finds that the notice fully satisfied the requirements of due process. The Court also finds that all
6 Settlement Class Members were given a full and fair opportunity to participate in the Final Approval
7 Hearing, all Class Members wishing to be heard have been heard, and all Class Members have had
8 a full and fair opportunity to exclude themselves from the Settlement Class.

9 9. The Court finds that eleven (11) members of the Class requested exclusion from the
10 Settlement Class. The following individuals are excluded from the settlement and the final judgment
11 will not affect them: Oscar Realegeno; Sara Pool; Wilber Realegeno; Mayra Pena; Precious Duran;
12 Sergio Figueroa; Guillermo Ortiz; Carmencita Velasco; Reyna Vasquez Portillo; Leslie Mazariegos;
13 and Maribel Munoz.

14 10. The Court finds that no member of the Settlement Class objected to the Settlement.

15 11. The Court hereby grants final approval of the terms of the Settlement and finds that
16 the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate
17 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
18 result of informed and non-collusive arms-length negotiations. The Court further finds that the
19 Parties have conducted extensive investigation and research, and their attorneys were able to
20 reasonably evaluate their respective positions.

21 12. The Court finds that the Settlement will avoid additional and potentially substantial
22 litigation costs, as well as delay and risks.

23 13. The Settlement is not an admission by Defendants, nor is this Judgment a finding of
24 the validity of any allegations or of any wrongdoing by Defendants. Neither this Judgment, the
25 Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement,
26 may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
27 concession, or liability whatsoever by or against Defendants.

1 14. By the deadline specified in the Agreement, Defendants shall deliver the Gross Fund
2 Value into the Qualified Settlement Fund to be established by the Settlement Administrator.
3 Payments of Class Counsel's Attorneys' Fees and Costs Award, Settlement Administration Costs,
4 Named Plaintiff's Service Award, and the portion of the PAGA Allocation to be paid to the Labor
5 Workforce Development Agency ("LWDA") shall be made from the Qualified Settlement Fund by
6 the deadline set forth in the Agreement.

7 15. The amount of the Individual Settlement Payment to be paid to each Participating
8 Class Member shall be calculated as specified in the Agreement and by the deadline specified in the
9 Agreement and in accordance with its other terms.

10 16. The amount of the Individual PAGA Payment to be paid to each Aggrieved Employee
11 shall be calculated as specified in the Agreement and by the deadline specified in the Agreement
12 and in accordance with its other terms.

13 17. Upon the Effective Date and upon Defendants fully funding the Settlement, the
14 Participating Class Members shall be deemed to have fully released and discharged the Released
15 Parties from any and all Released Class Claims for the Class Period.

16 18. Upon the Effective Date and upon Defendants fully funding the Settlement, the
17 Aggrieved Employees shall be deemed to have fully released and discharged the Released Parties
18 from any and all PAGA Released Claims for the PAGA Period. Aggrieved Employees shall be
19 bound by the PAGA Released Claims irrespective of whether they requested exclusion from the
20 Settlement Class.

21 19. The Released Class Claims and the PAGA Released Claims shall be merged into the
22 Final Judgment. All Participating Class Members, all Aggrieved Employees, and the Named
23 Plaintiff are permanently barred and enjoined from instituting, commencing, asserting, or
24 continuing any of the Released Class Claims or PAGA Released Claims either directly,
25 representatively, or in any other capacity or derivatively, against the Released Parties in this or any
26 other jurisdiction.

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1 20. The Agreement, including, without limitation, its exhibits, and any and all
2 negotiations, documents, and discussions associated with it, shall not be deemed or construed to be
3 an admission or evidence of any violation of any statute, law, rule, regulation or principle of
4 common law or equity, of any liability or wrongdoing by Defendants, of the suitability of this case
5 for class or representative treatment in the absence of a settlement, or of the truth of any of the
6 claims asserted by Named Plaintiff in the Action, and evidence relating to the Agreement shall not
7 be discoverable or used, directly or indirectly, in any way, whether in the Action or in any other
8 action or proceeding, except for the purposes of enforcing the terms and conditions of the
9 Agreement, the Preliminary Approval Order, and this Final Judgment, including in in any pending
10 or subsequent action against Defendants or the Released Parties to support a defense of res judicata,
11 collateral estoppel, release, or other theory of issue preclusion or similar defense.

12 21. In the event that the Settlement does not become effective in accordance with the
13 terms of the Agreement, then this Final Judgment shall be rendered null and void, vacated and the
14 Agreement with all orders entered in connection therewith shall be rendered null and void (except
15 as set forth in the Agreement).

16 22. The Court finds that the total requested attorneys' fees of \$127,686.36, representing
17 33% of the \$383,059.09 Gross Fund Value, is reasonable based on the percentage of the recovery
18 calculation and the lodestar crosscheck. The hourly rates of the attorneys are reasonable and in line
19 with prevailing market rates, and the hours worked are also reasonable.

20 23. The Court further finds that the request for reimbursement of litigation costs in the
21 amount of \$13,428.23 is reasonable based on the work necessary to achieve this favorable
22 settlement, and is to be paid to Class Counsel from the Qualified Settlement Fund by the deadline
23 specified in the Agreement.

24 24. The Court finds that Named Plaintiff assisted with the prosecution and litigation of
25 the case. The Court therefore awards a Service Award in the amount of \$10,000.00 to be paid to
26 Named Plaintiff by the deadline specified in the Agreement.

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1 25. The Court approves payment of the Settlement Administration Costs of \$13,000.00 to
2 be paid to the Settlement Administrator from the Qualified Settlement Fund by the deadline
3 specified in the Agreement.

4 26. The Court approves the PAGA Allocation of \$75,000.00 which shall be distributed as
5 follows: 75% (which totals \$56,250.00) shall be paid to the LWDA and the remaining 25% (which
6 totals \$18,750.00) shall be paid to the Aggrieved Employees as specified in the Agreement and by
7 the deadline provided therein.

8 27. Pursuant to California Rules of Court, Rule 3.769(h), the Court retains jurisdiction
9 over the Parties, Class Counsel, and the case to enforce the Settlement and the terms of this Final
10 Judgment.

11 28. There being no just reason to delay the entry of this Final Judgment, the Clerk is
12 ordered to enter this Final Judgment forthwith.

13 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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15 Dated: 12/22/2025



16 ~~Tamara Hall~~
17 HONORABLE TAMARA HALL
18 JUDGE OF THE SUPERIOR COURT
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