

Filed M. Offhaus
June 9, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
21CV386241
By: afloresca

6/9/2025 4:25:41 PM

Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

MARIA VASQUEZ MADRIZ, individually,
and on behalf of all others similarly situated,

Plaintiff,

v.

FULL SERVICE JANITORIAL, INC., a
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 21CV386241

CLASS ACTION

[Assigned for all purposes to: Hon. Theodore
C. Zayner, Dept. 19]

**AMENDED [~~PROPOSED~~] ORDER
GRANTING PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Complaint filed: August 26, 2021
Trial date: Not set

1 The Court has before it Plaintiff Maria Vasquez Madriz's ("Plaintiff") Motion for
2 Preliminary Approval of Class Action Settlement ("Motion"). Having reviewed the Motion, the
3 supporting declarations and documents, the Class, Collective and PAGA Representative Action
4 Settlement Agreement and Class Notice (which is referred to here as the "Settlement
5 Agreement"), and good cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
9 the terms set forth in the Settlement Agreement between Plaintiff and Defendant Full Service
10 Janitorial, Inc. ("Defendant," and together with Plaintiff, the "Parties"), attached to the
11 Declaration of Arrash T. Fattahi in Support of Plaintiff's Motion as Exhibit 2.

12 2. The Settlement falls within the range of reasonableness of a settlement which
13 could ultimately be given final approval by this Court, and appears to be presumptively valid,
14 subject only to any objections that may be raised at the Final Approval Hearing and final
15 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
16 \$250,000.00 to cover (a) settlement payments to class members who do not timely and validly
17 opt out; (b) a \$20,000.00 payment to the State of California, Labor & Workforce Development
18 Agency ("LWDA") for its share of the settlement of claims for penalties under the Private
19 Attorneys General Act ("PAGA"), with 75% of which (\$15,000.00) being paid to the LWDA
20 and 25% (\$5,000.00) being paid to eligible Aggrieved Employees; (c) Class Representative
21 service payment of up to \$5,000.00 for Plaintiff; (d) Class Counsel's attorneys' fees, not to
22 exceed 33 1/3% of the Gross Settlement Amount (\$83,333.33), and up to \$20,000.00 in costs
23 for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration
24 Costs of up to \$15,000.00.

25 3. The Court preliminarily finds that the terms of the Settlement appear to be within
26 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
27 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
28 and reasonable to the class members when balanced against the probable outcome of further

1 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
2 significant informal discovery, investigation, research, and litigation have been conducted such
3 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
4 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
5 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
6 the result of intensive, serious, and non-collusive negotiations between the Parties with the
7 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
8 that the Settlement Agreement was entered into in good faith.

9 4. A final fairness hearing on the question of whether the proposed Settlement,
10 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
11 of claims for penalties under the PAGA, and the Class Representative's service payment should
12 be finally approved as fair, reasonable and adequate as to the members of the class is hereby set
13 in accordance with the Implementation Schedule set forth below.

14 5. The Court provisionally certifies for settlement purposes only the following class
15 (the "Settlement Class"): "all individuals who are or were employed by Defendant as non-
16 exempt employees in California at any time during the Class Period."

17 6. "Class Period" means the period from August 26, 2017 to October 10, 2023.

18 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
19 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
20 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
21 of law and fact that are common, or of general interest, to all Settlement Class Members, which
22 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
23 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
24 the interests of the Settlement Class Members; and (5) a class action is superior to other
25 available methods for the fair and efficient adjudication of the controversy.

26 8. The Court appoints as Class Representative, for settlement purposes only,
27 Plaintiff Maria Vasquez Madriz. The Court further preliminarily approves Plaintiff's ability to
28 request a service payment up to \$5,000.00.

1 9. The Court appoints, for settlement purposes only, Arrash T. Fattahi of Wilshire
2 Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's
3 ability to request attorneys' fees of up to one-third of the Gross Settlement Amount
4 (\$83,333.33), and costs not to exceed \$20,000.00.

5 10. The Court appoints ILYM Group, Inc. as the Settlement Administrator with
6 reasonable administration costs estimated not to exceed \$15,000.00.

7 11. The Court approves, as to form and content, the Class Notice (attached to the
8 Stipulation re Designation of *Cy Pres* Recipient in Advance of Hearing on Plaintiff's Motion
9 for Preliminary Approval of Class Action Settlement). The Court finds on a preliminary basis
10 that the plan for distribution of the Notice to Settlement Class Members satisfies due process,
11 provides the best notice practicable under the circumstances, and shall constitute due and
12 sufficient notice to all persons entitled thereto.

13 12. The Court permits Plaintiff to file a First Amended Class & Representative Action
14 Complaint, attached to the Declaration of Arrash T. Fattahi in Support of Plaintiff's Motion as
15 Exhibit 1.

16 13. The Parties are ordered to carry out the Settlement according to the terms of the
17 Settlement Agreement.

18 14. Any class member who does not timely and validly request exclusion from the
19 Settlement may object to the Settlement Agreement.

20 15. Legal Aid at Work shall be designated as the *cy pres* recipient in this matter, such
21 that, for any Class Member whose Individual Class Payment check or Individual PAGA
22 Payment check is uncashed and cancelled after the void date (180 days after the date of mailing),
23 the Claims Administrator shall transmit the funds represented by such checks to Legal Aid at
24 Work.

25 ///

26 ///

27 ///

28 ///

1 16. The Court orders the following Implementation Schedule, in accordance with the
2 terms of the Settlement Agreement:

3		
4	Defendant to provide Class List to the	Within 15 court days after the Court's order
5	Settlement Administrator	granting Motion for Preliminary Approval
6	Settlement Administrator to mail the Notice	Within 14 days after receipt of the Class List
7		from Defendant
8	Response Deadline	45 days after Notice is mailed out by the
9		Settlement Administrator
10	Deadline to file Motion for Final Approval,	16 court days before hearing on Motion for
11	Request for Attorneys' Fees and Costs, and	Final Approval, which is October 14, 2025;
12	Service Award to Plaintiff	
13		November 5, 2025 at 1:30 p.m. in
14	Final Approval Hearing	Department 19. The hearing may be
15		continued to another date without further
16		notice to the Class Members.

17 17. The Court further ORDERS that, pending further order of this Court, all proceedings
18 in this lawsuit, except those contemplated herein and in the Settlement, are stayed.

19 **IT IS SO ORDERED.**

20
21
22 DATE: June 9, 2025



Hon. Theodore C. Zayner
Santa Clara County Superior Court

PROOF OF SERVICE

Vasquez Madriz v. Full Service Janitorial, Inc., et al.
21CV386241

[illegible]

I, Ashley Narinyans, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is ashley.narinyans@wilshirelawfirm.com.

On May 16, 2025, I served the foregoing, **AMENDED [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

**SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP**

Richard J. Simmons (SBN 72666)
rsimmons@sheppardmullin.com
 333 South Hope Street, 43rd Floor
 Los Angeles, California 90071-1422
 Telephone: (213) 620-1780

**SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP**

Melanie M. Hamilton (SBN 268037)
mhamilton@sheppardmullin.com
 650 Town Center Drive, 10th Floor
 Costa Mesa, CA 92626
 Telephone: (714) 513-5100

Attorneys for Defendant

Attorneys for Defendant

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on **May 16, 2025** at Los Angeles, California.


Ashley Narinyans