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individually, and on behalf of all others similarly
situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

MARTHA PADILLA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

ALL IN ONE JANITORIAL SERVICES
INC., a California corporation; GOARETTE
MARIE JARVIS; and DOES 1through 20,
inclusive;

Defendants.

CASE NO. CV-22-001931

**DECLARATION OF DANIEL J.
BASS IN SUPPORT OF
PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

*[Filed Concurrently With Motion For
Preliminary Approval and [Proposed]
Order]*

Date: July 27, 2023

Time: 8:30 a.m.

Department: 23

Complaint Filed: April 29, 2022

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1. I am an attorney licensed and admitted to practice before all courts of the State of California. I am an attorney for the law firm of Makarem & Associates APLC, the counsel of record for the Plaintiff in this case. I make this declaration in support of Plaintiff's Motion For Preliminary Approval of a Class Action Settlement. I have personal knowledge of the facts herein, and if called as a witness I could and would competently testify to them under oath.

2. **Defendant and Plaintiff** - Defendants employed Plaintiff as a non-exempt employee, serving as a janitor.

4. **Plaintiff's Allegations** - This matter involves the putative class action pending in Stanislaus County, Case No.CV-22-001931, filed on April 29, 2022.

6. **Defendants' Response** - Defendants contend that they at all times complied with California law. Defendants assert that it properly paid employees for all time worked. Defendants further contend that they provided Plaintiff and other putative class members with compliant meal and rest periods, and that to the extent any employee did not take a compliant meal or rest period, the reason for the non-compliant meal or rest period would be an individualized issue that would preclude class certification.

7. **Investigation** - Before filing the lawsuit, Class Counsel investigated and researched the facts and circumstances underlying the pertinent issues and the laws applicable thereto. This

1 required thorough discussions between Class Counsel and the Plaintiff, as well as preliminary
2 research into the various legal issues and employment practices involved in the case. After
3 conducting their initial investigation, Class Counsel determined that Plaintiff's claims were well-
4 suited for class action adjudication owing to what appeared to be a common set of policies and
5 procedures that impacted Plaintiff and other putative class members in a similar fashion.

6 8. After filing the lawsuit, Class Counsel conducted an extensive investigation of the
7 facts and claims giving rise to the action, including:

- 8 (1) reviewing and analyzing time and payroll records and Defendant's written
policies and procedures;
- 9 (2) researching the applicable law and evaluating potential defenses;
- 10 (3) evaluating the damages based on countervailing interpretations of law;
- 11 (4) reviewing other documentation provided by Defendant.

12 9. Defendants, for their part, vigorously contested liability, the amount of claimed
13 damages, and the propriety of class certification. After Class Counsel analyzed the relevant
14 documentary and testamentary evidence, Class Counsel determined that this case was appropriate
15 for resolution via settlement.

16 10. **Mediation** - On September 26, 2022, the Parties participated in an all-day mediation
17 presided over by James Johnston, Esq. which did not end in settlement that day, but ultimately led
18 to this Agreement to settle the Action. Over the next months the parties negotiated the details of
19 the long form settlement agreement which was fully executed on May 15, 2023 and for which the
20 Parties now seek preliminary approval.

21 **TERMS OF THE SETTLEMENT**

22 11. Attached hereto as Exhibit "1" is a true and correct copy of the Class Action
23 Settlement Agreement ("Settlement Agreement").

24 12. **Class for purposes of settlement** - The "Class" or "Settlement Class" means all
25 individuals employed by Defendant ALL IN ONE JANITORIAL SERVICES, INC., as a non-
26 exempt employee in the state of California at any time between April 1 and September 26, 2022.
27 Based on its records, JAR estimates that there are 25 Class Members who collectively worked an
28 estimated 2,250 Workweeks, and 25 Aggrieved Employees who worked an estimated 1,071 of
PAGA Pay Periods.

1 13. **Gross Settlement Amount** – Under the terms of the proposed agreement, the parties
2 have agreed that all claims brought on behalf of the Class shall be fully and finally resolved for a
3 “Gross Settlement Amount” of \$50,000.00. The Gross Settlement Amount is non-reversionary and
4 no portion of the Settlement Amount will be returned to Defendants. The following amounts will
5 be deducted from the Gross Settlement Amount, with the amount remaining after these deductions
6 constituting the Net Settlement Amount.

7 14. **Non Reversionary**- No portion of the Settlement shall revert to Defendant.

8 15. **Class Representative Service Payment:** Up to \$5,000.00 to the named Plaintiff as
9 a class representative. The payment is for the service rendered in furtherance of class members
10 claims, for the risk undertaken for payment of costs in the event such litigation was unsuccessful,
11 for any stigma the plaintiff may suffer going forward due to the public information available via
12 the Internet for having filed a class action against an employer, and for her agreement to provide a
13 full release of her claims as compared to the limited release required of class members.

14 16. Here, the class representative was not simply a bystander in the prosecution of this
15 action. From the time that this case was filed, the representative whenever needed, actively
16 provided information and evidence. Further, the class representative was always available to
17 consult with, and regularly did consult with counsel, both in person and via telephone. The class
18 representative was also actively involved in discussions regarding the resolution of this matter and
19 approved the settlement terms on behalf of herself and the class members.

20 17. **Class Counsel Fees/Costs:** Up to Thirty Five Percent (35%) of the Gross Settlement
21 Amount or \$17,500.00 plus up to \$7,000 in actual costs and expenses. The fee request is in line
22 with fee awards commonly granted across this state as well as the fee percentage commonly
23 contracted for by attorneys within this state.

24 18. **Settlement Administrator:** The proposed settlement administrator is CPT Group,
25 Inc. (“CPT”). CPT is an experienced class notice administration company, and has acted as claims
26 administrator in numerous wage and hour cases throughout the country. CPT has presented an
27 estimate to counsel reflecting that its charges to administer the proposed settlement will not exceed
28 \$5,000.00.

1 19. **LWDA PAGA Penalty Amount:** 75% share of the \$5,000.00 (or \$3,750.00)
2 allocated from the Gross Settlement Amount for PAGA penalties that will be paid to the LWDA.

3 20. **Individual PAGA Payments:** 25% share of the \$5,000.00 (or \$1,250.00) allocated
4 from the Gross Settlement Amount for PAGA penalties that will be paid to Aggrieved Employees
5 based on their PAGA Period Pay Periods.

6 21. **Net Settlement Amount and Payout to Class Members:** The Net Settlement
7 Amount will be approximately \$10,500.00, plus the \$1,250.00 separately distributed to Aggrieved
8 Employees based on their PAGA Period Pay Periods. Each Participating Class Member shall be
9 eligible to receive an Individual Class Payment, which is calculated by (a) dividing the Net
10 Settlement Amount by the total number of Workweeks worked by all Participating Class
11 Members during the Class Period and (b) multiplying the result by each Participating Class
12 Member's Workweeks.

13 22. Assuming this Court makes no modification, the estimated 25 Class Members
14 shall recover an estimated average recovery of approximately \$420.00 and the estimated 25
15 Aggrieved Employees will receive, on average, an additional \$50.00.

16 23. **Release By Class Members** -Each Settlement Class Member, except those who
17 timely Opt-Out, will be bound to the release of Released Claims as a result of the Class
18 Settlement and to the terms of the final judgment and the satisfaction of such judgment. Pursuant
19 to the settlement agreement "Claims" or "Released Claims" shall mean any and all causes of
20 action or claims that were asserted in the April 29, 2022 Complaint based upon Defendants'
21 alleged failure and unlawful practices and policies, in violation of California state wage and hours
22 laws (a) failure to accurately pay all wages due, including minimum and overtime wages; (b)
23 failure to authorize and permit fully compliant rest breaks for every four hours or major fraction
24 thereof worked and failure to pay an additional hour of pay in lieu of providing a complaint rest
25 period; (c) failure to provide complaint meal periods and failure to pay an additional hour of pay
26 in lieu of providing compliant meal periods; (d) failure to provide accurate itemized wage
27 statements; (e) failure to pay accrued and taken sick days; and (f) failure to pay all wages earned
28 and owed upon separation from Defendants' employ. The Released claims do not include any

claims for workers compensation, unemployment, or disability benefits or any other claims that cannot legally be waived. (See Exh. 1 at II.U.)

24. **Release By PAGA Members** - All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaints PAGA Notice, including violation of California Labor Code section 2698, et seq., and ascertained in the course of the Action.

25. **Released Claims with respect to Plaintiff Only** - Plaintiff, on behalf of herself and her heirs, executors, administrators, and representatives, shall and does hereby forever releases, discharges and agrees to hold harmless the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, penalties, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney fees and costs), known or unknown, at law or in equity, which they may now have or may have after the signing of this Settlement Agreement, arising out of or in any way connected with her employment with Defendants and Releasees including, the Released Claims, claims that were asserted or could have been asserted in the Complaint, and any and all transactions, occurrences, or matters between the Parties occurring prior to the date this Settlement Agreement is fully executed. Without limiting the generality of the foregoing, this release shall include, but not be limited to, any and all claims under the (a) Americans With Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age Discrimination in Employment Act, as amended; (f) the Fair Labor Standards Act, as amended; (g) the Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code; (p) the California

Government Code; (q) the California Civil Code; (r) the California Wage Orders, and (s) any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on constitutional, statutory, common law or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws. This release is for any and all relief, no matter how denominated, including, but not limited to, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, penalties and attorney fees and costs, and Plaintiff hereby forever releases, discharges and agrees to hold harmless Defendants and the Released Parties from any and all claims for attorney fees and costs arising out of the matters released in this Settlement Agreement. Plaintiff's release includes a Section 1542 waiver. See Exhibit 1 at X.B.

26. **Notice Procedure** - The Parties selected CPT Group, Inc. to serve as the Administrator. The Parties have also agreed on the form of notice to be mailed to the Class ("Class Notice," attached as Exhibit "A" to Exhibit "1" of this declaration).

1. Settlement Notice Timeline

Timeframe	Event
Within 30 days after the Preliminary Approval Date	Defendants shall provide the Settlement Administrator with a list of Class Members containing names, social security numbers, last-known addresses and phone numbers, and the total number of pay periods worked by each Class Member during the Class Period (the "Database").
Within 45 days following the Preliminary Approval Date	Settlement Administrator shall determine the number of pay periods for each Settlement Class Member and will perform a national change of address search for each Class Member, update the results based upon the search results, populate the data for the estimated Individual Settlement Amount for each Settlement Class Member, and send each Settlement Class Member the Class Notice via

	first-class, United States mail.
45 days after mailing Class Notice	Response Deadline: Last date on which Class Members may: 1) dispute Defendants' records of the number of pay periods worked during the Class Period; 2) submit a written objection postmarked by the Response Deadline; 3) submit a written Opt-Out postmarked by the Response Deadline.
14 days after initial mailing of Class Notice	Additional time to Opt-Out for any initial Class Notice mailed to a Settlement Class Member and returned as having been undelivered by the U.S. Postal Service.

2. Details Regarding Dissemination of Notice

The Notice of Settlement, in materially the form attached to the Bass Declaration as Exhibit "A" to Exhibit "1" and as approved by the Court, shall be sent by the Claims Administrator to the Settlement Class Members, by first class mail to those addresses provided by Defendant, within approximately thirty (30) days following Preliminary Approval of the Settlement.

If any Class Notice mailed to a Settlement Class Member is returned as having been undelivered by the U.S. Postal Service, the Settlement Administrator shall perform a skip trace search and seek an address correction for such.

27. The Claims, Opt-Out and Objection Process - In order to Opt-Out of the Class Settlement, the Settlement Class Member must submit a letter or postcard to the Settlement Administrator by the Response Deadline. The Opt-Out request must state the Settlement Class Member's name and address for correspondence and identity verification purposes, signature, and should state words to the effect of, "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN PADILLA V. ALL IN ONE JANITORIAL SERVICES, INC. AND GOARETTE MARIE JARVIS" Absent a good cause finding by the Court, any Opt-Out request that is not postmarked by the Response Deadline will be invalid. (See Exhibit 1 at VI.C)

28. Any Settlement Class Member who wishes to object to the Class Settlement should submit a written objection to the Settlement Administrator no later than the Response Deadline. All Class Member objections must include the Class Member's name, current address for correspondence and identity verification purposes, provide each specific reason in support of

1 the objection, be signed by the Class Member, and be postmarked by the Response Deadline.
2 Class Members need not include legal arguments for their written objections to be considered. If
3 an objector also wishes to appear at the Final Approval and Fairness Hearing, in person or
4 through an attorney, he or she need not file a notice of intention to appear at the same time as the
5 objection is filed. (See Exhibit 1 at VI.D.)

6 **THE STRENGTH OF PLAINTIFF’S CASE AND COMPLEXITIES OF FURTHER**
7 **LITIGATION**

8 29. Plaintiff believes that the Settlement Class claims in this action are legally
9 meritorious and present a reasonable probability of a favorable determination on behalf of the
10 Class. At the same time, there is undeniably significant litigation risk avoided by the proposed
11 Settlement, both at class certification proceedings, at trial, and in the appellate courts.

12 30. Liability remains highly contested by Defendants, who deny that they engaged in
13 any violations of the law, and it further denies any liability or engagement in wrongdoing of any
14 kind associated with the claims alleged in the Action by the Plaintiff or any Class Member.
15 Defendants contend that at all times they complied with all wage-and-hour laws in connection
16 with the employment and/or retention of services of Plaintiff and the Class Members.

17 31. Plaintiff’s counsel understood and appreciated the defenses and position of
18 Defendants but believed that Plaintiff would ultimately succeed in the action. In light of the
19 strongly divergent views, the parties, with the assistance of the mediator, were able to negotiate a
20 fair settlement, considering the costs and risks of continued litigation. The negotiations were at
21 all times conducted professionally and at arm’s length and have produced a result that the Parties
22 believe to be in their respective best interests.

23 32. The Parties have also considered the uncertainty and risk of the outcome of further
24 litigation, and the difficulties and delays inherent in such litigation. Plaintiff is also aware of the
25 burdens of proof necessary to establish liability for the claims asserted in the action, the defenses
26 thereto, and the difficulties in establishing damages. In evaluating the settlement, the Court will
27 seek a reasonable estimate of the nature and amount of recovery that each class member could
28 have obtained if the Plaintiff had prevailed in the litigation. Numerous decisions summarize a trial

1 court's task when considering whether to approve the settlement of a putative class action.

2 33. Here, in preparation for mediation, Plaintiff calculated Defendant's liability to
3 Class Members to be in excess of the settlement amount. Plaintiff's valuation assumed that
4 Plaintiff: (1) prevailed in certifying the case; (2) prevailed in establishing liability on the merits;
5 and (3) was awarded the full amount of all discretionary penalties.

6 34. The realistic range of outcomes for this litigation took into account the present
7 state of the law regarding meal and rest break claims and the other claims brought in the Action,
8 Defendant's defenses for each claim, and the likelihood of prevailing on a class certification
9 motion as well as trial and any appeals. Moreover, Plaintiff had to consider the difficulties of
10 maintaining class claims as janitors against the Defendants and thus factor in how much they
11 could realistically consider for settlement. Where both sides face significant uncertainty, the
12 attendant risks favor settlement. *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011,1026.

13 35. ***Kullar v. Footlocker Analysis*** - To allow this Court to make an informed
14 assessment pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 18 Cal.App.4th 116, Plaintiff's
15 Counsel provides the following assessment of the case and settlement. Plaintiff's Counsel
16 believes the settlement is a very good one for the class members. In this case, Plaintiff sought
17 unpaid wages and statutory penalties as well as the equitable remedies of declaratory relief,
18 disgorgement, accounting, and restitution.

19 36. Plaintiff estimated Defendant's total non-penalty exposure at about \$318,300.00.
20 As such, the settlement represents over approximately 15.7% of Defendants' non-penalty
21 exposure (before interest) based on Plaintiff's analysis. This is a reasonable recovery,
22 particularly given the number of class members at issue and the size of Defendant's operations.

23 37. As explained further below, Plaintiff details the issues that necessitated deductions
24 from the maximum potential value of this case to arrive at the reasonable Maximum Settlement
25 Amount derived in this action: At mediation Plaintiff's review of the data estimated
26 approximately 25 Class Members who collectively worked approximately 2,250 Workweeks, and
27 25 of Aggrieved Employees who worked an estimated 1,071 PAGA Pay Periods. Plaintiff
28 believes the total value of plaintiffs' claims had plaintiffs prevailed on all claims is \$604,734.00

(only for the period of April 29, 2018 to September 26, 2022), including all penalties and interest or \$318,300.00 absent penalties and interest.

38. **Rest Periods:** Plaintiff calculated Defendants' maximum liability to be about 4 shifts per employee per week at the average hourly rate of \$14.50 per violation. As such, with a 100% violation rate, Plaintiff estimated that Defendants' exposure could be as high as \$ 130,500. Plaintiff did not discount this number or the calculations that follow in order to arrive at the settlement; rather, Plaintiff discounted the number in order to reach a settlement that understood the risks of continued litigation and difficulties in showing a 100% violation rate for rest breaks.

39. **Meal Periods:** Plaintiff again calculated Defendant's maximum liability at 100% unique violation rate for meal breaks or 9,000 meal period violations. As such, Plaintiff estimated that Defendant's exposure could be as high as \$ 130,500. Again, Plaintiff did not discount this number or the calculations that follow in order to arrive at the settlement; rather, Plaintiff discounted the number in order to reach a settlement that understood the risks of continued litigation and difficulties in showing a 100% violation rate for meal breaks during each employee's shifts.

40. **Unpaid Off-the-Clock:** Based on Plaintiff's experiences and personal observations at work, Plaintiff estimated that approximately .25 hours (15 minutes) of work was performed off-the-clock by employees on a daily basis, resulting in an approximately \$28,275 in underpayments at employees' regular rate for 13 minutes each shift and \$6,525 in unpaid overtime for 2 minutes each shift

41. **Unreimbursed Expenses:** Based on Plaintiff's experiences and personal observations at work, Plaintiff estimated that approximately \$10 per workweek was spent on items necessary for the completion of work, resulting in an approximately \$22,500 in unreimbursed expenses for the class period.

42. **Penalties:** Although the Class arguably could have seen a payout of approximately \$48,720 for waiting time penalties (for 14 terminated employees during a three-year statutory period) and \$19,750 in wage statement penalties (for 15 employees for a one-year period), Plaintiff's Counsel had to weigh the likelihood of recovery against probable defenses and the wide

1 discretion Courts have exercised in awarding Labor code penalties. Along these lines, Plaintiff
2 considered that Defendants would argue that Plaintiff could not prove the “willful” prong needed
3 to obtain waiting time penalties under Cal. Lab. Code § 203 and would further argue that Plaintiff
4 could not show that Class Members suffered an “injury” as a result of wage statement violations,
5 as required by Cal. Lab. Code § 226. Further, Plaintiff arguably could not recover any waiting time
6 penalties for meal and rest claims. Moreover, Plaintiff would not recover any derivative penalties
7 if he failed to prove the underlying claims

8 43. Plaintiff, in agreeing to the settlement had to take into account the difficulties in
9 certifying a class and maintaining any such certification. What’s more, Plaintiff had to take into
10 account the uncertainties, including business uncertainties facing employers during the COVID
11 19 pandemic. Each of these concerns weighed into Plaintiff’s analysis to eventually agree to a
12 settlement that is less than Defendants’ total projected liability even if Plaintiff eventually won
13 every aspect of this case including potential appeal. A settlement now guarantees that class
14 members will 1) obtain a recovery and 2) that they will get the recovery in a time period that is
15 shorter than one if the case went through a full trial and appeal process.

16 44. The settlement amount was a negotiated compromise, factoring in the risks related
17 to certification, liability and damages. Taking into account all of the circumstances of the action
18 and the significant factual and legal defenses raised by Defendant against certification, liability
19 and damages, Class Counsel believe that the settlement is fair and reasonable. Each Class
20 Member’s individual share of the settlement amount is tailored to the number of weeks worked by
21 each Class Member during the class period so the distribution is weighted in favor of those Class
22 Members who were potentially most affected by the alleged violations. Moreover, because the
23 class consists of several employees, it was unlikely that the potential monetary claims of
24 individual Class Members would have proved viable without the class-action mechanism.

25 45. For any Class Member whose Individual Class Payment check or Individual PAGA
26 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
27 funds represented by such checks to the CASA of Stanislaus County or other mutually agreeable
28 cy pres recipient should the Court not approve the parties’ proposed beneficiary in the name of the

1 Class Member thereby leaving no “unpaid residue” subject to the requirements of California Code
2 of Civil Procedure Section 384, subd. (b). See Exhibit “1” at ¶ VII.G.

3 46. Neither Plaintiff nor Plaintiff’s counsel has any financial interest in or control of the
4 proposed cy pres CASA of Stanislaus County.

5 **PLAINTIFF’S SERVICE AWARD**

6 47. Plaintiff has taken the extraordinary step of challenging her former employer's
7 actions by bringing this case. Plaintiff did so in the belief that she, and the members of the
8 Settlement Class, were, in fact, entitled to the relief sought in this case. Until this case was filed,
9 no one was pursuing the claims raised in this matter. Plaintiff’s actions have resulted in a
10 recovery for the members of the Settlement Class, and the service enhancement she seeks is
11 reasonable.

12 48. Plaintiff fully participated in this action throughout the pendency of the litigation.
13 She was kept well informed of the nature and extent of settlement discussions and approved the
14 same. As such, the Service Award sought for Plaintiff is reasonable and represents a small
15 percentage of the Gross Settlement Amount. Absent the actions taken by Plaintiff, none of the
16 Settlement Class Members would have reaped the rewards of this action.

17 **EXPERIENCE AND VIEWS OF COUNSEL**

18 49. My firm has litigated numerous complex business matters, including employment
19 cases. We have settled multiple cases for seven-figures and several more for six-figure amounts.
20 We have obtained seven-figure judgments in complex litigation matters. This is a seven-attorney
21 law firm in West Los Angeles. The firm practices in the area of employment litigation and
22 complex business litigation. My colleague, Ronald W. Makarem, was named a Top 20 Attorney
23 under the Age of 40, in California, by the Daily Journal in 2007, and a California SuperLawyer
24 from 2010 to the present.

25 50. I and the other attorneys at Makarem & Associates have engaged in all aspects of
26 class action litigation, including having interviewed potential class action representatives to
27 determine the potential merits of their allegations, conducted pre-litigation investigation,
28 including interview, research and analysis, drafted class action complaints, drafted class action

1 discovery and responses thereto, conducted and defended depositions, drafted, opposed and orally
2 argued numerous class action law and motion pleadings (including oppositions to removal,
3 oppositions to demurrer, oppositions to motions to strike, motions to compel, oppositions to
4 motions to compel, class certification motions, oppositions to motions to decertify, and
5 preliminary and final approval motions), conducted class member interviews, legal research,
6 settlement negotiations and meetings with defense counsel, statistical analysis of potential
7 damages, and attended numerous mediation sessions for purposes of negotiating class action
8 settlements.

9 51. Makarem & Associates presently has in excess of 30 wage and hour PAGA and
10 class actions pending in various stages of the litigation process, from pre-litigation investigation
11 to final-approval pending.

12 52. Makarem & Associates is well qualified because of our experience, knowledge,
13 and resources to act as counsel and represent Plaintiff and the putative class in this action. A
14 substantial percentage of our practice is devoted to litigating wage, hour, and working-conditions
15 violations, and the bulk of these cases are class actions.

16 53. This experience is helpful in assessing the reasonableness of settlements such as
17 the one at issue here, and from this experience Class Counsel concluded that this lawsuit could
18 not have been settled on better terms than provided under the present settlement agreement.

19 54. In sum, Class Counsel is experienced in employment class action litigation, and is
20 adequate to represent the putative class in the instant action.

21 **REQUEST FOR ATTORNEYS' FEES**

22 55. The settlement calls for the payment of up to 35% of the Gross Settlement Amount
23 or \$17,500.00 for attorneys' fees. This request is fair, reasonable, and adequate to compensate
24 Class Counsel for the substantial work they have put into this case and, moreover, the risk they
25 assumed by taking it in the first place. The attorneys' fees award is intended to reimburse Class
26 Counsel for all uncompensated work that they have already done and for all the work they will
27 continue to do in carrying out and overseeing the notification to class members, communicating
28 with class members regarding their claims, and assisting in the administration of the settlement if

1 it is preliminarily approved.

2 56. My firm took this case on a contingent-fee basis against a business represented by
3 a reputable defense firm. Plaintiff signed a contingency-fee agreement stating that Class Counsel
4 could receive a fee of up to 40% of the overall recovery. When we take contingent cases, we
5 must pay careful attention to the economics involved or one bad case can destroy years of work.
6 Accordingly, when we take contingency cases, we anticipate that we shall, if successful, receive a
7 fee that exceeds our normal hourly rate; otherwise, the risk is often too great to bear. Even when
8 we work long hours, the number of hours in a day is limited. Because of this, when we take on
9 one particular matter, we are unable to take on other matters. When Class Counsel became
10 involved in this case, we realized the time commitment that it would entail and we were forced to
11 turn down matters that we otherwise should have been able to handle. In sum, this case claimed a
12 significant portion of Class Counsel's time and attention throughout its pendency.

13 57. In this case, my firm has incurred substantial attorney's fees conducting pre-filing
14 investigation, analyzing the claims, conducting legal research, reviewing records and speaking
15 with class members, negotiating the class settlement, preparing the long-form settlement
16 agreement, preparing this motion for preliminary approval, and otherwise litigating the case.

17 58. The requested fee is reasonable for the services provided to class members and for
18 the benefits they are to receive. Indeed, courts frequently approve multipliers under the lodestar
19 theory, *see Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997, meaning Class
20 Counsel's fees are still justified even when the requested fee exceeds the lodestar calculation.
21 Class Counsel will more fully brief the Court on its lodestar in the motion for final approval.

22 59. Concurrently with this filing I have submitted the proposed settlement to the
23 LWDA to provide it notice. A true and accurate copy of the receipt of online submission from the
24 LWDA is attached hereto as "**Exhibit 2.**"

25 I declare under penalty of perjury of the laws of United States and the state of California
26 that the foregoing is true and correct. Executed on June 30, 2023 in Los Angeles, California.

27
28 Daniel Bass
Daniel J. Bass

EXHIBIT 1

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**SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF STANISLAUS**

MARTHA PADILLA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

ALL IN ONE JANITORIAL SERVICES,
INC., A CALIFORNIA CORPORATION;
AND GOARETTE MARIE JARVIS; AND
DOES 1 THROUGH 20, INCLUSIVE,

Defendants.

Case No.: CV-22-001931

**CLASS ACTION SETTLEMENT
AGREEMENT**

This Class Action Settlement is made and entered into between Plaintiff Martha Padilla (“Plaintiff”) on behalf of herself, as a representative of the Settlement Class, and as a Private Attorney General on behalf of the State of California under PAGA (as defined below) and Defendants All In One Janitorial Services, Inc. and Goarette Marie Jarvis (collectively, “Defendants”), (Plaintiff and Defendants hereinafter are collectively referred to as the “Parties”).

This is a non-reversionary checks-mailed settlement and Defendants (as defined below) shall pay 100% of the Gross Settlement Amount (as defined below). This Settlement Agreement is subject to the approval of the Court, pursuant to California Rules of Court, Rule 3.769(c), (d) and (e), and is made for the sole purpose of attempting to consummate settlement of the Action on a class-wide basis subject to the following terms and conditions. As detailed below, in the event the Court does not enter an order granting final approval of the Class Settlement, as defined below, or the conditions precedent are not met for any reason, this Settlement is void and of no force or effect whatsoever.

I. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meanings specified below. To the extent terms or phrases used in this Settlement Agreement are not specifically defined below, but are defined elsewhere in this Settlement Agreement, they are incorporated by reference into this definition section.

A. Action. “Action” shall mean the above captioned action titled *Martha Padilla, an individual, on behalf of herself and others similarly situated, PLAINTIFF v. ALL IN ONE JANITORIAL SERVICES, INC., a California Corporation; and GOARETTE MARIE JARVIS; and DOES 1 through 20, inclusive, Defendants*, Stanislaus County Superior Court, Case No. CV-22-001931.

B. Administrative Expenses. “Administrative Expenses” shall include all costs and expenses associated with and paid to the third-party Settlement Administrator, which are anticipated not to exceed \$5,000.00.

C. Aggrieved Employee. “Aggrieved Employee” shall mean all individuals who were employed by Defendants in California as a non-exempt employee, however titled, in the State of California during the period commencing on the date that is four years preceding the filing of the Complaint. There are approximately 25 Aggrieved Employees.

D. Class Attorney Fees and Expenses. “Class Attorney Fees and Expenses” shall mean Class Counsel’s attorney fees and expenses as set forth in Section IV.G.

1 **E. Class Counsel.** “Class Counsel” shall mean Ronald W. Makarem, Samuel D.
2 Almon and Daniel J. Bass of Makarem & Associates APLC.

3 **F. Class, Settlement Class, Class Member or Settlement Class Member.** “Class,”
4 “Settlement Class,” “Class Member,” or “Settlement Class Member” shall mean all individuals
5 who received a wage statement from Defendant All In One Janitorial Services, Inc. in California
6 from April 29, 2018 to September 26, 2022. There are approximately 25 Class Members.

7 **G. Class Notice.** “Class Notice” shall mean the Notice of Proposed Class Action
8 Settlement and Hearing Date for Court Approval, as set forth in the form of Exhibit A attached
9 hereto, or as otherwise approved by the Court, which is to be mailed to Class Members.

10 **H. Class Participants.** “Class Participants” shall mean any and all Class Members
11 who do not timely Opt-Out of the Class Settlement.

12 **I. Class Period or Covered Period.** “Class Period” or “Covered Period” shall mean
13 the period from April 29, 2018 to September 26, 2022.

14 **J. Class Representative.** “Class Representative” shall mean Plaintiff Martha Padilla.

15 **K. Class Settlement.** “Class Settlement” shall mean the settlement embodied in this
16 Settlement Agreement, which is subject to Court approval.

17 **L. Court.** “Court” shall mean the Stanislaus County Superior Court.

18 **M. Defendants, Releasees, or Released Parties.** “Defendants,” “Releasees,” or
19 “Released Parties” shall mean and refer to All In One Janitorial Services, Inc. and Goarette Marie
20 Jarvis and all of its current, former and future parents, subsidiaries, dbas, divisions, related entities,
21 joint ventures and affiliated entities, and each of their respective current, former and future owners,
22 officers, directors, shareholders, stockholders, executives, partners, co-employers, joint
23 employers, investors, members, principles, subsidiaries, affiliates, insurers, reinsurers, managers,
24 agents, heirs, spouses, associates, representatives, administrators, fiduciaries, trustees,
25 accountants, auditors, company-sponsored employee benefit plans of any nature, predecessors,
26 successors, assigns, attorneys, and all other legal entities affiliated with the foregoing, including,
27 but not limited to, Don and Goarette Marie Jarvis, individually and in their representative
28 capacities.

1 **N. Defense Counsel.** “Defense Counsel,” Defendants’ Counsel” or “Releasees’
2 Counsel” shall mean Raquel A. Hatfield of Henderson Hatfield, APC.

3 **O. Effective Date.** “Effective Date” shall mean the first business day following the
4 last of the following occurrences: (i) if no Class Member timely and properly intervenes, files a
5 timely motion to vacate the Judgment under, or objects to the Settlement, then the date the Court
6 enters an order granting Final Approval of the Settlement; (ii) if a Class Member timely intervenes
7 or files a timely motion to vacate the judgment or objects to the Settlement, then sixty-one (61)
8 days following the date the Court enters an order granting final approval, assuming no appeal is
9 filed; or (iii) if a Class Member timely intervenes or files a motion to vacate the Judgment, or
10 objects to the Settlement, and files a timely appeal, then the date of final resolution of that appeal
11 (including any requests for rehearing and/or petitions for certiorari), resulting in final and complete
12 judicial approval of the Settlement in its entirety, with no further challenge to the Settlement being
13 possible.

14 **P. Final Approval and Fairness Hearing.** “Final Approval and Fairness Hearing”
15 shall mean the final hearing held to ascertain the fairness, reasonableness, and adequacy of the
16 Class Settlement.

17 **Q. Gross Settlement Amount.** “Gross Settlement Amount” or “GSA” is the agreed
18 upon non-reversionary settlement amount totaling \$50,000.00, which represents the non-
19 reversionary amount payable in this Settlement by Defendants and includes attorneys’ fees and
20 costs, costs of settlement administration by the Settlement Administrator, the Service Payment to
21 the Class Representative of up to \$5,000.00, payment in the total amount of \$5,000.00 for Private
22 Attorneys General Act (“PAGA”) penalties 75% or \$3,750.00 of which will be paid to the Labor
23 & Workforce Development Agency (“LWDA”), and 25% or \$1,250.00 will be included in the
24 amount allocated to the Settlement Class and in the Net Settlement Amount, and the amounts
25 payable to the Settlement Class.

26 **R. Hearing on Preliminary Approval.** “Hearing on Preliminary Approval” shall
27 mean the hearing held on the motion for preliminary approval of the Class Settlement.
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1 **S. Individual Settlement Amount.** “Individual Settlement Amount” shall mean the
2 amount which is ultimately distributed to each Class Participant.

3 **T. Plaintiff.** “Plaintiff” shall mean the named Plaintiff Martha Padilla.

4 **U. Released Claims.** “Claims” or “Released Claims” shall mean any and all causes
5 of action or claims that were asserted in the April 29, 2022 Complaint based upon Defendants’
6 alleged failure and unlawful practices and policies, in violation of California state wage and hours
7 laws (a) failure to accurately pay all wages due, including minimum and overtime wages; (b)
8 failure to authorize and permit fully compliant rest breaks for every four hours or major fraction
9 thereof worked and failure to pay an additional hour of pay in lieu of providing a complaint rest
10 period; (c) failure to provide complaint meal periods and failure to pay an additional hour of pay
11 in lieu of providing compliant meal periods; (d) failure to provide accurate itemized wage
12 statements; (e) failure to pay accrued and taken sick days; and (f) failure to pay all wages earned
13 and owed upon separation from Defendants’ employ. The Released claims do not include any
14 claims for workers compensation, unemployment, or disability benefits or any other claims that
15 cannot legally be waived.

16 **V. Service Award.** “Service Award” shall mean the amount approved by the Court,
17 not to exceed \$5,000.00, to be paid to the Class Representative in recognition of her efforts and
18 time on behalf of the Class and as consideration for a full, general, and comprehensive release and
19 Civil Code section 1542 waiver of the Class Representative’s Released Claims

20 **W. Net Settlement Amount.** “Net Settlement Amount” shall mean the Gross
21 Settlement Amount minus Settlement Administration Expenses, Class Attorney Fees and
22 Expenses, 75% of the PAGA Payment payable to the LWDA, and the Service Award.

23 **X. Opt-Out(s).** “Opt-Out(s)” shall mean any and all persons who timely and validly
24 request exclusion from the Class Settlement in accordance with the terms of the Class Notice and
25 no later than the Response Deadline.

26 **Y. PAGA Payment.** “PAGA Payment” means the penalties pursuant to California
27 Labor Code sections 2698, et seq., the PAGA, that the Parties have agreed is a reasonable sum to
28 be paid in settlement of the PAGA claims included in the Action, which is \$5,000.00 for PAGA

penalties 75% or \$3,750.00 of which will be paid to the LWDA, and 25% or \$1,250.00 will be included in the amount allocated to the Settlement Class. Class Counsel shall give timely notice of the Class Settlement to the LWDA under Labor Code section 2699(l)(2). Since PAGA does not permit employees to opt-out, any Class Member who opts out shall still receive their pro-rata share of the PAGA penalties. *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1122 (9th Cir. 2014) (explaining that PAGA “has no notice requirement for unnamed aggrieved employees, nor may such employees opt out of a PAGA action.”); accord *Arias v. Sup. Ct.* 46 Cal.4th 969, 986-987 (2009); *Williams v. Sup. Ct.*, 3 Cal.5th 531, 547, fn. 4 (2017) (explaining that aggrieved employees “do not own a personal claim for PAGA civil penalties...and whatever personal claims the absent employees might have for relief are not at stake”).

Z. Parties. “Parties” shall mean Plaintiff and Defendants.

AA. Preliminary Approval Date. “Preliminary Approval Date” shall mean the date upon which the Court enters an order preliminarily approving this Settlement Agreement.

BB. Response Deadline. “Response Deadline” shall mean the date forty-five (45) days following the date on which the Settlement Administrator first mails Class Notice to the Settlement Class Members.

CC. Settlement. “Settlement” shall mean the settlement between the Parties, which is memorialized in this Settlement Agreement and subject to approval by the Court.

DD. Settlement Administrator. “Settlement Administrator” shall mean CPT Group (or another administrator to be agreed by the parties) who will be responsible for administration of the Settlement and related matters.

II. FACTUAL AND PROCEDURAL BACKGROUND OF ACTION

A. Plaintiff’s Claims and Procedural History. Plaintiff alleges that Defendants allegedly violated unlawful practices and policies, in violation of California state wage and hours laws (a) failure to accurately pay all wages due, including minimum and overtime wages; (b) failure to authorize and permit fully compliant rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour of pay in lieu of providing a complaint rest period; (c) failure to provide complaint meal periods and failure to pay an additional hour of pay

1 in lieu of providing compliant meal periods; (d) failure to provide accurate itemized wage
2 statements; (e) failure to pay accrued and taken sick days; and (f) failure to pay all wages earned
3 and owed upon separation from Defendants' employ. The Parties mediated the matter with well-
4 respected third-party neutral James Johnston, Esq. on September 26, 2022. The Parties accepted
5 the Mediator's proposal and reached a settlement on November 8, 2022. At all times, the Parties'
6 settlement negotiations have been non-collusive, adversarial, and at arm's length.

7 **B. Discovery, Investigation, and Research.** In advance of the Mediation and the
8 submission of the Preliminary Approval Papers, Class Counsel conducted a detailed investigation
9 of the Settlement Class' putative claims. This discovery and investigation among other things,
10 information about: (a) the number of Class Members/Aggrieved Employees (25), the number of
11 pay periods at issue (1,071); (b) investigation into the viability of class treatment of the claims
12 asserted in the Action; (c) analysis of potential class-wide damages, including information
13 sufficient to understand Defendants' potential defenses to Plaintiff and the Settlement Class
14 Members' claims; (d) research of the applicable law with respect to the claims asserted in the
15 Complaint and the potential defenses thereto; and (e) review and analysis of information provided
16 by Defendants about its relevant practices.

17 The Parties agree that the above-described investigation and evaluation, as well as
18 discovery and the information exchanged during the settlement negotiations, are more than
19 sufficient to assess the merits of the Parties' respective positions and to compromise the issues on
20 a fair and equitable basis. The Parties have engaged in sufficient investigation and discovery to
21 assess the relative merits of the claims of the Class Representative and of Defendants' defenses to
22 them.

23 **C. Benefits of Class Settlement.** The extensive informal discovery conducted in this
24 matter have been adequate to give the Class Representative and Class Counsel a sound
25 understanding of the merits of their positions and to evaluate the worth of the claims of the
26 Settlement Class. The informal discovery conducted in this Action and the information exchanged
27 by the Parties through discovery and settlement discussions are sufficient to reliably assess the
28

merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis.

Plaintiff and Class Counsel believe that the claims, causes of action, allegations and contentions asserted in the Action have merit. Class Counsel has diligently pursued an investigation of Plaintiff's claims against Defendants and Releasees. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that settlement with Defendants and Releasees for the consideration and on the terms set forth in this Settlement is fair, reasonable, and adequate, and is in the best interest of the Settlement Class in light of all known facts and circumstances and the various factual and legal defenses asserted by Defendants.

Plaintiff and Class Counsel also recognize and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the Action against Defendants through trial and through appeals. Class Counsel has taken into account the uncertain outcome of the litigation, the risk of continued litigation in complex actions such as this, as well as the difficulties and delays inherent in such litigation. Plaintiff is mindful of the potential challenges and possible defenses to the claims alleged in the Action.

Plaintiff and Class Counsel believe that the Settlement set forth in this Settlement Agreement confers substantial benefits upon Plaintiff and the Settlement Class Members and that an independent review of this Settlement Agreement by the Court in the approval process will confirm this conclusion. Based on their own independent investigation and evaluation, Class Counsel has determined that the Settlement set forth in the Settlement Agreement is in the best interests of Plaintiff and the Settlement Class Members.

D. Defendants' Denials of Wrongdoing and Liability. Defendants have denied and continue to deny each and all of the allegations, claims, and contentions alleged by Plaintiff in the Action. Defendants have expressly denied and continue to deny all charges of intentional or knowing wrongdoing or liability against it arising out of any of the conduct, statements, acts, or omissions alleged in the Action. Defendants contend that there is a good faith dispute as to whether it intentionally or knowingly failed to comply in good faith with California's law related to the issuance of itemized wage statements, that no Class Member or Aggrieved Employee was injured,

1 and it has dealt legally and fairly with Plaintiff and Settlement Class Members. Defendants further
2 deny that, for any purpose other than settling this Action, these claims are appropriate for class or
3 representative treatment. Nonetheless, Defendants have concluded that further proceedings in the
4 Action would be protracted and expensive and that it is desirable that the Action be fully and
5 finally settled in the manner and upon the terms and conditions set forth in this Settlement
6 Agreement in order to dispose of burdensome and protracted litigation, to permit the operation of
7 Defendants' business without further expensive litigation and the distraction and diversion of its
8 personnel with respect to matters at issue in the Action. Defendants have also taken into account
9 the uncertainty and risks inherent in any litigation, especially in complex cases such as the Action.
10 Defendants have, therefore, determined that it is desirable and beneficial to it that the Action be
11 settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

12 **E. Intent of the Class Settlement.** The Class Settlement set forth herein intends to
13 achieve the following: (1) entry of an order approving the Class Settlement; (2) entry of judgment
14 of the Action; (3) discharge of Defendants and Released Parties from liability for any and all of
15 the Released Claims and any and all claims arising out of the Action.

16 **III. CONDITIONAL CLASS CERTIFICATION AND APPOINTMENT OF CLASS** 17 **COUNSEL**

18 **A. The Settlement Class.** For the purposes of this Settlement Agreement, the Parties
19 agree to conditional class certification of the Settlement Class. Defendants' counsel believes this
20 conditional certification is appropriate because the Released Claims are being compromised
21 without need to establish the elements of those claims on which liability turns.

22 **B. Appointment of Class Counsel.** For purposes of this Settlement Agreement and
23 subject to the Court's approval, the Parties hereby agree to the appointment of Class Counsel as
24 counsel for the Class and the effectuation of the Class Settlement pursuant to this Settlement
25 Agreement.

26 **IV. CLASS SETTLEMENT CONSIDERATION**

27 **A. Settlement Amount.** The Parties agree to settle this Action for the Gross
28 Settlement Amount of \$50,000.00. There shall be no reversion to Defendants or Releasees. The

1 Gross Settlement Amount and other actions and forbearances taken by Defendants and Releasees
2 shall constitute adequate consideration for the Class Settlement and will be made in full and final
3 settlement of: (a) the Released Claims, (b) Class Attorneys' Fees and Expenses, (c) Settlement
4 Administrative Expenses, (d) the Service Award, (e) PAGA Payment to the LWDA, and (f) any
5 other obligation of Defendants and Releasees under this Settlement Agreement. After the Court
6 issues an order preliminarily approving this Class Settlement, the Settlement Administrator will
7 distribute the Class Notice to the Settlement Class Members, which shall describe the terms of the
8 Class Settlement and procedures to opt out, object or participate in the Class Settlement.

9 **B. Service Award for Class Representative.** The Class Representative may petition
10 the Court to approve a Service Award in an amount up to \$5,000.00 for her efforts on behalf of
11 the Settlement Class in this Action, including assisting in the investigation and consulting with
12 Class Counsel and providing crucial documents to Class Counsel. Defendants and Releasees shall
13 not oppose any request by Class Representative for a Service Award in such an amount. Any
14 Service Award approved by the Court shall be paid to the Class Representative from the Gross
15 Settlement Amount and shall be in addition to any distribution to which she may otherwise be
16 entitled as a Settlement Class Member and Aggrieved Employee. The Service Award shall not be
17 considered wages, and the Settlement Administrator shall issue the Class Representative an IRS
18 Form 1099 reflecting such payment. The Class Representative shall be responsible for the
19 payment of any and all taxes with respect to her Service Award and shall hold Defendants and
20 Releasees harmless and indemnify Defendants and Releasees from any and all liability with regard
21 thereto.

22 **C. Payment to Class Participants.** Each Class Participant shall be eligible to receive
23 payment of the Individual Settlement Amount and shall receive a portion of the Net Settlement
24 Amount on a pro rata basis calculated by dividing the total number of pay periods worked by an
25 individual Class Participant during the Class Period by the total number of pay periods worked by
26 all Class Participants during the Class Period. As to a Class Member who opts out of the Settlement
27 by submitting a valid Request for Exclusion (as defined below) and/or whose Notice of Settlement
28 is determined to be undeliverable after reasonable re-mailing efforts made by the Settlement

1 Administrator, the Class Member's Total Settlement Payment will not be paid to the Class Member
2 and will be added to the Net Settlement Amount and re-distributed among eligible Participating
3 Class Members on a pro-rata basis.

4 **D. Tax Treatment and Payment.** Because this is a settlement for penalties only, the
5 Parties agree that 100% of each settlement amount shall constitute penalties to be reported on an
6 IRS form 1099 basis. The Parties understand that Plaintiff and the Class Participants who receive
7 any payment pursuant to this Settlement Agreement shall be solely responsible for any and all
8 other individual tax obligations associated with this Class Settlement and Defendants shall have
9 no responsibility for state or federal income tax payments on the Individual Settlement Payments.

10 **E. No Effect on Employee Benefit Plans.** Neither the Class Settlement nor any
11 amounts paid under the Class Settlement will modify any previously credited hours, days, or weeks
12 of service under any employee benefit plan, policy or bonus program sponsored by Defendants or
13 Releasees. Such amounts will not form the basis for additional contributions to, benefits under, or
14 any other monetary entitlement under Defendants or Releasees' sponsored benefit plans, policies,
15 or bonus programs. The payments made under the terms of this Settlement Agreement shall not
16 be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any
17 other form of compensation for the purposes of any of Defendants or Releasees' benefit plan,
18 policy, or bonus program. Defendants and Releasees retain the right to modify the language of its
19 benefits plans, policies and bonus programs to effect this intent and to make clear that any amounts
20 paid pursuant to this Settlement Agreement are not for "pay periods" or any similar measuring
21 term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting,
22 benefit accrual, or any other purpose, and that additional contributions or benefits are not required
23 by this Settlement Agreement. Defendants and Releasees do not consider the Class Settlement
24 payments "compensation" for purposes of determining eligibility for, or benefit accrual within,
25 any benefit plans, policies, or bonus programs, or any other plan sponsored by Defendants or
26 Releasees.

27 **F. Class Counsels' Attorneys' Fees and Expenses.** As part of the motion for final
28 approval of the Class Settlement, Class Counsel may submit an application for an award of Class

1 Attorney Fees and Expenses with the fee portion not to exceed thirty-five percent (35%) of the
2 Gross Settlement Amount (i.e., \$50,000) and the award of costs and actual litigation expenses of
3 up to an additional \$7,000.00. Defendants and Releasees agree not to object to any such fee, cost,
4 or expense application in those amounts. As a condition of this Class Settlement, Class Counsel
5 has agreed to pursue fees only in the manner reflected by this Section. Any Class Attorneys' Fees
6 and Expenses awarded by the Court shall be paid from the Gross Settlement Amount in arriving
7 at the Net Settlement Amount and shall not constitute payment to any Settlement Class Members.
8 If Class Counsel voluntarily reduces the request for Class Attorney Fees or Expenses or if the
9 Court's award of Class Attorney Fees or Expenses is less than set forth above, the Net Settlement
10 Amount shall be recalculated to reflect the actual Class Attorney Fees and Expenses awarded and
11 such amounts shall be distributed to the Class.

12 The Class Attorney Fees and Expenses approved by the Court shall encompass: (a) all work
13 performed and costs and expenses incurred by, or at the direction of, any attorney purporting to
14 represent the Settlement Class through the date of this Settlement Agreement; (b) all work to be
15 performed and costs to be incurred in connection with approval by the Court of the Class
16 Settlement; (c) all work to be performed and costs and expenses, if any, incurred in connection
17 with administering the Class Settlement through the Effective Date and dismissal of the Action,
18 with prejudice; and (d) may be based on the Catalyst Theory, Common Fund Doctrine, and/or
19 other basis.

20 **V. SETTLEMENT ADMINISTRATION EXPENSES AND FUNDING**

21 **A. The Settlement Administrator's Costs and Expenses.** All costs and expenses
22 due to the Settlement Administrator in connection with its administration of the Class Settlement,
23 including, but not limited to, providing the Class Notice, locating Settlement Class Members,
24 processing Opt-Out requests and objections, and calculating, administering, and distributing
25 Individual Settlement Amounts to the Class Participants and related tax forms, shall be paid from
26 the Gross Settlement Amount, and shall not exceed \$5,000.00.

1 **B. Payments by Defendants.** Defendants will make the payments comprising the
2 Gross Settlement Amount in accordance with the following payment schedule: \$50,000.00 by May
3 1, 2023.

4 **VI. NOTICE TO CLASS MEMBERS AND CLAIMS ADMINISTRATION PROCESS**

5 **A. The Settlement Administrator.** The Settlement Administrator will be responsible
6 for mailing the Class Notice (**Exhibit “A”**) to Settlement Class Members, handling inquiries from
7 Settlement Class Members concerning the Class Notice, determination of Individual Settlement
8 Amounts, maintaining the settlement funds in an appropriate account, preparing, administering
9 and distributing Individual Settlement Amounts to Class Participants, issuing a final report and
10 performing such other duties as the Parties may direct.

11 On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and
12 Defense Counsel summarizing any relevant information and updating them as to the number of
13 validated and timely objections and Opt-Out Requests. The Settlement Administrator will serve
14 on Class Counsel and Defense Counsel, via e-mail, date-stamped copies of the original Opt-Outs
15 and objections no later than five (5) days after their receipt. The Settlement Administrator will
16 provide Class Counsel with proof of mailing of the Class Notice, without listing individual Class
17 Member names which the Settlement Administrator will file with the Court at the time Class
18 Counsel files its motion in support of the Court’s Final Approval and Fairness Hearing.

19 No later than fourteen (14) days prior to the Final Approval and Fairness Hearing, the
20 Settlement Administrator will compile and deliver to Class Counsel and Defense Counsel a report
21 with summary information regarding (a) the total amount of final Individual Settlement Amounts
22 of each Class Participant (b) the number of Class Participants to receive such payments, and (c)
23 the final number of Opt-Outs and objections.

24 Administrative Expenses are estimated not to exceed \$5,000.00. Prior to the calculation
25 and distribution of the Individual Settlement Amounts, the Settlement Administrator shall
26 calculate the total Administrative Expenses through the conclusion of their services and such actual
27 amount will be deducted from the Gross Settlement Amount prior to the final calculation of the
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1 Individual Settlement Amounts. If the cost of administration is more than \$5,000.00, the additional
2 cost will come from the Gross Settlement Amount.

3 **B. Notice to Settlement Class Members.** Notice shall be provided to Settlement
4 Class Members in the following manner: Within 30 days after the Preliminary Approval Date,
5 Defendants shall provide the Settlement Administrator with a list of Class Members containing
6 names, social security numbers, last-known addresses and phone numbers, and the total number
7 of pay periods worked by each Class Member during the Class Period (the "Database"). The
8 Database shall be marked "Confidential – Settlement Administrator's Eyes Only." Class Counsel
9 shall not receive a copy of this list.

10 Within 45 days following the Preliminary Approval Date, the Settlement Administrator
11 shall determine the number of pay periods for each Settlement Class Member and will perform a
12 national change of address search for each Class Member, update the results based upon the search
13 results, populate the data for the estimated Individual Settlement Amount for each Settlement Class
14 Member, and send each Settlement Class Member the Class Notice via first-class, United States
15 mail. The Class Notice shall also contain an easily understood statement alerting the Class
16 Members that, unless they elect to Opt-Out of the Class Settlement, the Settlement Class Member
17 is releasing and waiving all Released Claims against the Released Parties.

18 The Class Notice will inform Settlement Class Members of his/her estimated Individual
19 Settlement Amount share. Class Members may dispute Defendants' records of the number of pay
20 periods worked during the Class Period by submitting information to the Settlement Administrator
21 no later than 45 days after being mailed the Class Notice by the Settlement Administrator, which
22 is the defined "Response Deadline." The Settlement Administrator will jointly work with Plaintiff
23 and Defendants to resolve disputes in good faith. If Plaintiff and Defendants cannot agree over
24 the pay periods to be credited, the Settlement Administrator shall make the final decision based on
25 the information presented by the Settlement Class Member and Defendants.

26 **C. Opt-Out Procedure.** Settlement Class Members who do not timely Opt-Out of
27 the Class Settlement will be deemed to participate in the Class Settlement and shall become a Class
28 Participant without having to submit a claim form or take any other action. In order to Opt-Out of

the Class Settlement, the Settlement Class Member must submit a letter or postcard to the Settlement Administrator by the Response Deadline. The Opt-Out request must state the Settlement Class Member's name and address for correspondence and identity verification purposes, signature, and should state words to the effect of, "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN PADILLA V. ALL IN ONE JANITORIAL SERVICES, INC. AND GOARETTE MARIE JARVIS" Absent a good cause finding by the Court, any Opt-Out request that is not postmarked by the Response Deadline will be invalid. In the event that, prior to the Response Deadline, any Class Notice mailed to a Settlement Class Member is returned as having been undelivered by the U.S. Postal Service, the Settlement Administrator shall perform a skip trace search and seek an address correction for such Settlement Class Member(s), and a second Class Notice will be sent to any new or different address obtained. Such Settlement Class Member(s) shall have an additional 14 days in which to Opt-Out.

If the Settlement Administrator determines that an Opt-Out request returned by a Settlement Class Member before the Response Deadline is deficient, then the Settlement Administrator shall mail a deficiency letter to that Settlement Class Member identifying the problem. If a Settlement Class Member submits both a dispute and an Opt-Out request, the Settlement Administrator shall make reasonable attempts to clarify as if the Opt-Out request were deficient. If the Class Member fails to cure the deficiency, the Opt-Out request shall be disregarded and the claim will be paid, and the Class Member will become bound by the judgment. Those Settlement Class Members who do not timely Opt-Out will be bound by the Release of Released Claims set forth in this Settlement Agreement.

D. Objections. The Class Notice shall inform the Settlement Class Members of their right to object to the Class Settlement. Any Settlement Class Member who wishes to object to the Class Settlement should submit a written objection to the Settlement Administrator no later than the Response Deadline. All Class Member objections must include the Class Member's name, current address for correspondence and identity verification purposes, provide each specific reason in support of the objection, be signed by the Class Member, and be postmarked by the Response Deadline. Class Members need not include legal arguments for their written objections to be

1 considered. If an objector also wishes to appear at the Final Approval and Fairness Hearing, in
2 person or through an attorney, he or she need not file a notice of intention to appear at the same
3 time as the objection is filed. Filing the notice of intention to appear is not necessary to preserve
4 the right to appear at the Final Approval and Fairness Hearing. Absent Class Members need not
5 file anything with the Court. The Settlement Administrator will promptly serve copies of any
6 objection or notice of intention to appear on Class Counsel and Defense Counsel. Settlement Class
7 Members may appear at the Final Approval Hearing, either in person (to the extent permitted
8 during the COVID-19 pandemic), through a remote method authorized by the Court, or through a
9 lawyer retained at their own expense. If a Class Member submits both a Request for Exclusion
10 and a written objection, the Settlement Administrator shall attempt to contact and determine
11 whether the Class Member would like to withdraw either the Request for Exclusion or the
12 objection. If the Class Member does not withdraw the Request for Exclusion or if the Settlement
13 Administrator cannot contact a Class Member who submits both a Request for Exclusion and an
14 objection, the Request for Exclusion shall be valid, and it shall be presumed that the Class Member
15 does not wish to participate in the Settlement.

16 **E. Settlement Administrator Declaration.** At least 30 days prior to the Final
17 Approval and Fairness Hearing, the Settlement Administrator shall provide Class Counsel and
18 Defense Counsel with a Declaration of Due Diligence and Proof of Mailing with regard to the
19 mailing of the Class Notice and its attempts to locate Class Members. The declaration shall specify
20 the number of Settlement Class Members to whom Class Notices were sent and the number of
21 Settlement Class Members to whom Class Notices were not delivered, as well as information
22 relating to the number of Opt-Outs and objectors. Class Counsel shall file this declaration with
23 the Court.

24 **VII. CLASS SETTLEMENT FUNDING AND DISTRIBUTION**

25 **A. Allocation of the Gross Settlement Amount.** The claims of all Settlement Class
26 Members are settled for the Gross Settlement Amount of \$50,000.00, which will be allocated as
27 follows:

- 28 1. The Administrative Expenses, estimated not to exceed \$5,000.00;

2. The Class Attorney Fees and Expenses not to exceed 35% of the Gross Settlement Amount or \$17,500.00 in fees and actual litigation expenses not to exceed \$7,000.00;
3. PAGA Payment of \$5,000, of which \$3,750.00 shall be paid to the LWDA;
4. Service Award, not to exceed \$5,000.00; and
5. The Net Settlement Amount, estimated to be \$11,750.00.

For purposes of calculating the estimated Individual Settlement Amounts, the Settlement Administrator shall calculate the estimated Net Settlement Amount based on the estimated values in Section VII.A.1. – 4. prior to sending Notice to the Settlement Class Members. Prior to final distribution, the Settlement Administrator shall calculate the final Net Settlement Amount based on the actual values in Section VII.A.1. – 4.

B. Calculation of the Individual Settlement Amounts. Individual Settlement Amounts to be paid to Class Participants shall be paid from the Net Settlement Amount. The portion of the Net Settlement Amount payable to each Class Participant will be calculated as follows: the Settlement Administrator shall divide the Net Settlement Amount by the total number of wage statements issued to the Class Members during the Class Period in order to determine the amount each Class Member is entitled to for each pay period s/he was employed by Defendants during the Class Period (“Pay Period Amount”). The Settlement Administrator will multiply the Pay Period Amount by the total number of pay periods worked by each Class Member during the Class Period to arrive at the Individual Settlement Amount for each Class Member. As to a Class Member who opts out of the Settlement by submitting a valid Request for Exclusion (as defined below) and/or whose Notice of Settlement is determined to be undeliverable after reasonable re-mailing efforts made by the Settlement Administrator, the Class Member’s Individual Settlement Payment will not be paid to the Class Member and will be added to the Net Settlement Amount and re-distributed among eligible Participating Class Members on a pro-rata basis.

Defendants and Releasees shall have no responsibility for deciding the validity of the Individual Settlement Amounts or any other payments made pursuant to this Settlement Agreement, shall have no involvement in or responsibility for the determination or payment of

1 Employee's Taxes, and shall have no liability for any errors made with respect to such Employee's
2 Taxes. Plaintiff and Class Participants shall be solely responsible for any and all tax obligation
3 associated with their respective Individual Settlement Amounts.

4 **C. Time for Payment of Attorney Fees and Expenses to Class Counsel.** The
5 Settlement Administrator shall distribute to Class Counsel the attorneys' fees and expenses
6 approved by the Court to Class Counsel no later than 15 days after Defendants deposits the entirety
7 of the Gross Settlement Amount with the Settlement Administrator.

8 **D. Time for Payment of Service Award to Class Representative.** The Settlement
9 Administrator shall distribute to the Class Representative the Service Award approved by the Court
10 no later than 15 days after Defendants deposits the entirety of the Gross Settlement Amount with
11 the Settlement Administrator.

12 **E. Time for Payment of PAGA Payment to the LWDA.** The Settlement
13 Administrator shall distribute to the LWDA the portion of the PAGA Payment due to it and
14 approved by the Court no later than 15 days after Defendants deposits the entirety of the Gross
15 Settlement Amount with the Settlement Administrator.

16 **F. Time for Payment of Individual Settlement Amounts.** The Settlement
17 Administrator shall mail the Individual Settlement Amount to each Class Participant, by first-class
18 U.S. mail, to the last-known address no later than 15 days after the Defendants deposits the entirety
19 of the Gross Settlement Amount with the Settlement Administrator. Under no circumstances shall
20 the Settlement Administrator distribute checks to Class Participants until all Individual Settlement
21 Amounts have been considered, calculated, and accounted for, and all of the remaining monetary
22 obligations have been calculated and accounted for. Within 200 days of the distribution of the
23 Individual Settlement Amounts to the Class Participants, the Settlement Administrator shall
24 provide to Class Counsel a declaration of payment. In the event that any Class Participant is
25 deceased, payment shall be made payable to the estate of that Settlement Class Member and
26 delivered to the executor or administrator of that estate, unless the Settlement Administrator has
27 received an affidavit or declaration pursuant to Cal. Probate Code § 13101, in which case payment
28 shall be made to the affiant(s) or declarant(s).

1 **G. Non-Cashed Settlement Checks.** Any funds associated with checks that have not
2 been cashed within 180 days, will become void and the Individual Settlement Amount associated
3 with the un-cashed check shall be paid out in accordance with Civil Code section 384 to a cy pres
4 agreed to by the Parties as required by Code of Civil Procedure section 384 or any other method
5 of distribution consistent with Code of Civil Procedure section 384. The cy pres recipient shall be
6 CASA of Stanislaus County or other mutually agreeable cy pres recipient should the Court not
7 approve the Parties' proposed beneficiary and/or as otherwise consistent with Code of Civil
8 Procedure section 384.

9 **VIII. NULLIFICATION OF THIS SETTLEMENT AGREEMENT**

10 **A. Non-Approval of the Settlement Agreement.** In the event that the Court fails to
11 approve the Settlement under the terms agreed to by the Parties, or if the appropriate appellate
12 court fails to uphold or affirm the Settlement or if the Settlement Agreement is otherwise
13 terminated: (1) the Settlement Agreement shall have no force and effect and the Parties shall be
14 restored to their respective positions prior to entering into it, and no Party shall be bound by any
15 of the terms of the Settlement Agreement; (2) Defendants and Releasees shall have no obligation
16 to make any payments to the Settlement Class Members, Plaintiff, or Plaintiff's counsel; (4) all
17 amounts deposited by Defendants with the Settlement Administrator shall immediately be returned
18 to Defendants; (4) any preliminary approval order, final approval order or judgment, shall be
19 vacated; and (5) the Settlement Agreement and all negotiations, statements, proceedings and data
20 relating thereto shall be deemed confidential mediation settlement communications and not subject
21 to disclosure for any purpose in any proceeding. However, the Parties shall first make good faith
22 efforts to resolve any issues raised by the Court during the approval process.

23 **B. Parties' Rights to Void Class Settlement.** In the event that more than 5% of the
24 Class Members submit elections to opt-out of the settlement, Defendants will have the right to
25 rescind and terminate the Settlement without prejudice to its pre-settlement positions and defenses
26 in the litigation. Should the threshold for opt-outs be exceeded, the Settlement Administrator shall
27 notify lead counsel for all parties via email immediately. Should only one (1) party choose to void
28 the Class Settlement under this paragraph, such party shall be responsible for all Settlement

1 Administrator fees and costs actually incurred. Should the Parties agree to void the Class
2 Settlement under this paragraph, the Parties shall be equally pay all Settlement Administrator fees
3 and costs actually incurred.

4 **C. Invalidation.** Invalidation of any material portion of the Class Settlement shall
5 invalidate the Class Settlement in its entirety, unless the Parties shall subsequently agree in writing
6 that the remaining provisions of the Class Settlement are to remain in full force and effect.

7 **D. Stay Upon Appeal.** In the event of a timely appeal from the approval of the Class
8 Settlement and judgment, the judgment shall be stayed, and Defendants shall not be obligated to
9 continue funding the Gross Settlement Amount or take any further actions required by this
10 Settlement Agreement until all appeal rights have been exhausted by operation of law. Any
11 outstanding payments due from Defendants under the terms' of the payment plan shall be made
12 within 60 days of the resolution of any appeal of the Settlement or Judgment.

13 **IX. MOTION FOR COURT APPROVAL**

14 **A. Preliminary Approval.** Class Counsel will submit this Settlement Agreement to
15 the Court along with a Motion for Preliminary Approval of the Class Settlement.

16 **B. Final Approval.** The Final Approval and Fairness Hearing shall be held before the
17 Court unless the Court orders otherwise. At the Final Approval and Fairness Hearing, Plaintiff
18 shall move the Court for the entry of the final order certifying the Class for settlement purposes
19 only and approving the Class Settlement as being fair, reasonable, and adequate to the Class
20 Participants within the meaning of California Rules of Court, Rule 3.769(c), (d) and (e) and for
21 the entry of a final judgment of the Action consistent with the terms of the Class Settlement and
22 California Rule of Court 3.769(h). Class Counsel and Defense Counsel shall submit to the Court
23 such pleadings and/or evidence as may be required for the Court's determination. The Parties will
24 comply with the Court's Procedural Guidelines for final Approval of Class Action Settlements and
25 with Code of Civ. Proc. § 384 that the Parties participate in a compliance hearing regarding the
26 distribution of funds unless the Court takes such a hearing off-calendar after reviewing the
27 Settlement Administrator's declaration of compliance or pursuant to another Court order.

28 **X. RELEASES AND WAIVERS**

1 **A. Release of Claims by Settlement Class.** Upon the Effective Date, each Settlement
2 Class Member who has not submitted a timely Opt-Out request, and Plaintiff, each releases the
3 Defendants and the Released Parties, and each of them, of and from any and all Released Claims
4 during the Class Period.

5 It is the desire of the Parties and the Settlement Class Members to fully, finally, and forever
6 settle, compromise, and discharge the Released Claims.

7 Each Settlement Class Member, except those who timely Opt-Out, will be bound to the
8 release of Released Claims as a result of the Class Settlement and to the terms of the final judgment
9 and the satisfaction of such judgment.

10 **B. Release of Claims by Plaintiff.**

11 Plaintiff, on behalf of herself and her heirs, executors, administrators, and representatives,
12 shall and does hereby forever releases, discharges and agrees to hold harmless the Released Parties
13 from any and all charges, complaints, claims, liabilities, obligations, promises, agreements,
14 controversies, damages, penalties, actions, causes of action, suits, rights, demands, costs, losses,
15 debts and expenses (including attorney fees and costs), known or unknown, at law or in equity,
16 which they may now have or may have after the signing of this Settlement Agreement, arising out
17 of or in any way connected with her employment with Defendants and Releasees including, the
18 Released Claims, claims that were asserted or could have been asserted in the Complaint, and any
19 and all transactions, occurrences, or matters between the Parties occurring prior to the date this
20 Settlement Agreement is fully executed. Without limiting the generality of the foregoing, this
21 release shall include, but not be limited to, any and all claims under the (a) Americans With
22 Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964, as amended; (c) the
23 Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age Discrimination in
24 Employment Act, as amended; (f) the Fair Labor Standards Act, as amended; (g) the Equal Pay
25 Act; (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated Omnibus
26 Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical Leave
27 Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n)
28 the California Constitution; (o) the California Labor Code; (p) the California Government Code;

(q) the California Civil Code; (r) the California Wage Orders, and (s) any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on constitutional, statutory, common law or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws. This release is for any and all relief, no matter how denominated, including, but not limited to, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, penalties and attorney fees and costs, and Plaintiff hereby forever releases, discharges and agrees to hold harmless Defendants and the Released Parties from any and all claims for attorney fees and costs arising out of the matters released in this Settlement Agreement.

Plaintiff specifically acknowledges that she is aware of and familiar with the provisions of Section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiff, being aware of Section 1542, hereby expressly waives and relinquishes all rights and benefits she may have under Section 1542 as well as any other statutes or common law principles of a similar effect. Plaintiff may hereafter discover facts in addition to or different from those which she now knows or believes to be true with respect to the subject matter of all the claims referenced herein, but stipulates and agrees that, upon the Effective Date, Plaintiff shall and hereby does fully, finally and forever settle and release any and all claims against the Defendants and the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have been asserted upon any theory of law or equity without regard to the subsequent discovery of existence of such different or additional facts.

XI. DUTIES OF THE PARTIES

1 **A. Mutual Full Cooperation.** The Parties agree to cooperate fully with one another
2 to accomplish and implement the terms of this Settlement Agreement. Such cooperation shall
3 include, but not be limited to, execution of such other documents and the taking of such other
4 actions as may reasonably be necessary to fulfill the terms of this Class Settlement unless the Court
5 denies the Proposed Settlement with prejudice. The Parties shall use their best efforts, including
6 all efforts contemplated by this Settlement Agreement and any other efforts that may become
7 necessary by court order or otherwise, to effectuate this Settlement Agreement and the terms set
8 forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel,
9 with the cooperation of Defendants and Defense Counsel, shall take all necessary and reasonable
10 steps to secure the Court's approval of this Settlement Agreement. The Parties will work together
11 to make any non-material modifications of the Settlement requested by the Court to obtain
12 approval of the Parties' Proposed Settlement.

13 **B. Duty to Support and Defend the Class Settlement.** The Parties agree to abide by
14 all of the terms of the Class Settlement in good faith and to support the Class Settlement fully and
15 to use their best efforts to defend this Class Settlement from any legal challenge, whether by appeal
16 or collateral attack, provided, however, that Defendants shall not be obligated to formally appear
17 in the Action unless the Court otherwise requires, nor file any motion or appeal.

18 **C. Duties Prior to Court Approval.** Class Counsel shall promptly submit this
19 Settlement Agreement with the Court for preliminary approval and determination by the Court as
20 to its fairness, adequacy, and reasonableness. Promptly upon execution of this Settlement
21 Agreement, Class Counsel shall apply to the Court for the entry of a preliminary order, scheduling
22 a hearing on the question of whether the proposed Class Settlement should be approved as fair,
23 reasonable, and adequate as to the Settlement Class Members, approving as to form and content
24 the proposed Class Notice attached hereto as Exhibit A, respectively, and directing the mailing of
25 the Class Notice to Settlement Class Members.

26 **XII. MISCELLANEOUS PROVISIONS**

27 **A. Different Facts.** The Parties hereto, and each of them, acknowledge that, except
28 for matters expressly represented herein, the facts in relation to the dispute and all claims released

1 by the terms of this Settlement Agreement may turn out to be other than or different from the facts
2 now known by each party and/or its counsel, or believed by such Party or counsel to be true, and
3 each Party therefore expressly assumes the risk of the existence of different or presently unknown
4 facts, and agrees that this Settlement Agreement shall be in all respects effective and binding
5 despite such difference.

6 **B. No Prior Assignments.** The Parties represent, covenant, and warrant that they
7 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
8 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
9 action, or right herein released and discharged except as set forth herein.

10 **C. Non-Admission.** Nothing in this Settlement Agreement shall be construed as or
11 deemed to be an admission by any Party of any liability, culpability, negligence, or wrongdoing
12 toward any other Party, or any other person, and the Parties specifically disclaim any liability,
13 culpability, negligence, or wrongdoing toward each other or any other person. Each of the Parties
14 has entered into this Settlement Agreement with the intention to avoid further disputes and
15 litigation with the attendant inconvenience, expenses, and contingencies. Nothing herein shall
16 constitute any admission by Defendants or Releasees of wrongdoing or liability, or of the truth of
17 any factual allegations in the Action. Nothing herein shall constitute any admission by Defendants
18 regarding the merits of the Claims in this Action. Nothing herein shall constitute an admission by
19 Defendants that the Action was properly brought as a class or representative action other than for
20 settlement purposes. To the contrary, Defendants has denied and continues to deny each and every
21 material factual allegation and all Claims. To this end, the Class Settlement of the Action, the
22 negotiation and execution of this Settlement Agreement, and all acts performed or documents
23 executed pursuant to or in furtherance of this Settlement Agreement or the Class Settlement are
24 not, shall not be deemed to be, and may not be used as, an admission or evidence of any
25 wrongdoing or liability on the part of Defendants or Releasees or of the truth of any of the factual
26 allegations in the Complaint in the Action; and are not, shall not be deemed to be, and may not be
27 used as, an admission or evidence of any fault or omission on the part of Defendants or Releasees
28

1 in any civil, criminal or administrative proceeding in any court, administrative agency or other
2 tribunal.

3 **D. Non-Retaliation.** Defendants understand and acknowledges that it has a legal
4 obligation not to retaliate against any Settlement Class Member who elects to participate in the
5 Class Settlement or elects to Opt-Out of the Class Settlement. Defendants will refer any inquiries
6 regarding this Class Settlement to the Settlement Administrator or Class Counsel and will not
7 discourage Settlement Class Members who are employees, directly or indirectly, from
8 participating in the Settlement or encourage or advise Settlement Class Members to opt out or
9 object to the Class Settlement.

10 **E. Construction.** The Parties hereto agree that the terms and conditions of this
11 Settlement Agreement are the result of lengthy, intensive, arms-length non-collusive negotiations
12 between the Parties and that this Settlement Agreement is not to be construed in favor of or against
13 any party by reason of the extent to which any party or its counsel participated in the drafting of
14 this Settlement Agreement. If any of the dates in the Settlement Agreement fall on a weekend,
15 bank or court holiday, the time to act shall be extended to the next business day.

16 **F. Governing Law.** This Settlement Agreement is intended to and shall be governed
17 by the laws of the State of California, without regard to conflict of law principles, in all respects,
18 including execution, interpretation, performance, and enforcement.

19 **G. Notices.** Except for Settlement Class Member notices required to be made by the
20 Settlement Administrator, any and all notices or other communications required or permitted under
21 this Settlement Agreement shall be in writing and shall be sufficiently given if delivered in person
22 to the party or their counsel by U.S. certified mail, postage prepaid, e-mail, facsimile, or overnight
23 delivery addressed to the address of the party appearing in this Settlement Agreement.

24 **H. Captions and Interpretations.** Section titles or captions contained herein are
25 inserted as a matter of convenience and for reference only and in no way define, limit, extend, or
26 describe the scope of this Settlement Agreement or any provision thereof.

27 **I. Modification.** This Settlement Agreement may not be changed, altered, or
28 modified, except in writing signed by the Parties and approved by the Court. This Settlement

1 Agreement may not be discharged except by performance in accordance with its terms or by a
2 writing signed by the Parties. Parties agree that their attorneys may stipulate to revisions of the
3 Class Notice attached hereto as Exhibit A as may be necessary to effectuate the settlement without
4 amendment of this agreement.

5 **J. Integration Clause.** This Settlement Agreement contains the entire agreement
6 between the Parties relating to the Class Settlement of the Action and the transactions
7 contemplated thereby, and all prior or contemporaneous agreements, understandings,
8 representations, and statements, whether oral or written, and whether by a party or such party's
9 legal counsel, are hereby superseded. No rights under this Settlement Agreement may be waived
10 except in writing as provided above.

11 **K. Successors and Assigns.** This Settlement Agreement shall be binding upon and
12 inure to the benefit of the Parties and Settlement Class Members (excluding only persons who
13 timely Opt-Out) and their respective current, former and future parents, subsidiaries, dbas,
14 divisions, related entities, joint ventures and affiliated entities, and each of their respective current,
15 former and future owners, officers, directors, shareholders, stockholders, executives, partners,
16 employees, co-employers, joint employers, investors, members, principles, subsidiaries, affiliates,
17 insurers, reinsurers, managers, agents, heirs, spouses, associates, representatives, administrators,
18 fiduciaries, trustees, accountants, auditors, company-sponsored employee benefit plans of any
19 nature, predecessors, successors, assigns, attorneys, and all other legal entities affiliated with the
20 foregoing.

21 **L. Corporate Signatories.** Any person executing this Settlement Agreement or any
22 such related document on behalf of a corporate signatory or on behalf of a partnership hereby
23 warrants and promises, for the benefit of all Parties hereto, that such person has been duly
24 authorized by such corporation or partnership to execute this Settlement Agreement or any such
25 related document.

26 **M. Execution in Counterparts.** This Settlement Agreement shall become effective
27 upon its execution by all of the undersigned and may be executed electronically (such as via
28 Docusign). The Parties may execute this Settlement Agreement in counterparts, and execution of

counterparts shall have the same force and effect as if all Settling Parties had signed the same instrument.

N. Code of Civ. Proc. Section 664.6. This Settlement Agreement is enforceable pursuant to California Code of Civil Procedure § 664.6.

O. Action to Enforce Agreement. In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover his or her or its attorney fees and costs.

P. Attorneys' Fees, Costs and Expenses. Except as otherwise specifically provided for herein, each party shall bear his or her or its own attorney fees, costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other party to this Settlement Agreement.

IN WITNESS WHEREOF, the Parties and their counsel have executed this Settlement Agreement on the date below their signatures or the signature of their representatives. The date of the Settlement Agreement shall be the date of the latest signature.

Dated: _____

Martha Padilla as an Individual and Proposed Class Representative

Dated: 4/15/2023 _____

DocuSigned by:

Goarette Marie Jarvis

B0F8EE33436E4CB...

On behalf of All In One Janitorial Services, Inc.
By: Goarette Marie Jarvis
Its: President

Dated: 4/15/2023 _____

DocuSigned by:

Goarette Marie Jarvis

B0F8EE33436E4CB...

On behalf of Goarette Marie Jarvis

counterparts shall have the same force and effect as if all Settling Parties had signed the same instrument.

N. Code of Civ. Proc. Section 664.6. This Settlement Agreement is enforceable pursuant to California Code of Civil Procedure § 664.6.

O. Action to Enforce Agreement. In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover his or her or its attorney fees and costs.

P. Attorneys' Fees, Costs and Expenses. Except as otherwise specifically provided for herein, each party shall bear his or her or its own attorney fees, costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other party to this Settlement Agreement.

IN WITNESS WHEREOF, the Parties and their counsel have executed this Settlement Agreement on the date below their signatures or the signature of their representatives. The date of the Settlement Agreement shall be the date of the latest signature.

Dated: _____ 05 / 15 / 2023

Martha Padilla as an Individual and Proposed Class Representative

Dated: _____

On behalf of All In One Janitorial Services, Inc.
By: Goarette Marie Jarvis
Its: President

Dated: _____

On behalf of Goarette Marie Jarvis

1 **APPROVED AS TO FORM AND CONTENT:**

2 Dated: 5/15/2023

MAKAREM & ASSOCIATES APLC

3
4
5 By: Daniel Bass
6 DANIEL BASS
7 Attorneys for Plaintiff Martha Padilla

8 Dated: 4/17/23

**HENDERSON HATFIELD
A Professional Corporation**

9
10 By: 
11 RAQUEL A. HATFIELD
12 Attorneys for Defendants
13 All In One Janitorial Services, Inc. and
14 Goarette Marie Jarvis
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Exhibit A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Martha Padilla v. All In One Janitorial Services, Inc. et al.
Stanislaus County Superior Court, Case No. CV-22-001931

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit ("Action") against All In One Janitorial Services, Inc. and Goarette Marie Jarvis ("Defendants" herein) for alleged wage and hour violations. The Action was filed by a former employee of Defendants, Martha Padilla ("Plaintiff") and seeks payment of back wages and other relief for a class of non-exempt hourly employees ("Class Members") who worked for Defendants during the Class Period (April 29, 2018 to September 26, 2022) as well as penalties under the California Private Attorney General Act ("PAGA").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendants' records showing that **you worked __ pay periods** during the Class Period. If you believe that you worked more pay periods during that period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and to give up their rights to assert certain claims against Defendants under the PAGA.

If you worked for Defendants during the Class Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Amount. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA penalty claims against Defendants.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Amount. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Class Participant, eligible for an Individual Settlement Amount. In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be an "Opt-Out" and no longer eligible for an Individual Settlement Amount. Opt-Outs cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Class Participants") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, or by other means allowed by the Court. Class Participants can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Settlement Amount depends on how many pay periods you worked at least one day during the Class Period. The number of pay periods you worked during the Class Period according to Defendants records is stated on the first page of this Notice. If you disagree with the number, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, and failing to provide meal periods, rest breaks, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Ron Makarem, Samuel Almon, and Daniel Bass of Makarem & Associates, APLC (“Class Counsel.”)

Defendants deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court

preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$50,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the amounts payable to the Settlement Class, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Defendants will fund the Gross Settlement on or before May 1, 2023. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$ 17,500.00 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$ 7,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$ 5,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$ 5,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$ 5,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% as payment to the Settlement Class.

Participating Class Members have the right to object to any of these deductions.

3. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement Amount") by paying Class Participants based on their Class Period pay periods.
4. Taxes Owed on Payments to Class Members. 100% of the damages of this settlement have been determined to be penalties. As this is a settlement for penalties only, the Parties agree that 100% of each settlement amount shall constitute penalties to be reported on an IRS form 1099 basis. Plaintiff and the Class Participants who receive any payment shall be solely responsible for any and all other individual tax obligations associated with this Class Settlement and Defendants shall have no responsibility for

state or federal income tax payments on the Individual Settlement Payments.

5. Need to Promptly Cash Payment Checks. Any funds associated with checks that have not been cashed within 180 days, will become void and the Individual Settlement Amount associated with the un-cashed check shall be paid out in accordance with Civil Code section 384 to a cy pres agreed to by the Parties as required by Code of Civil Procedure section 384. The cy pres recipient selected was CASA of Stanislaus County.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Class Participant, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for a payment for their PAGA claims and are required to give up their right to assert PAGA claims against Defendants based on the facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, CPT Group Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Class Participants' Release. Upon the Effective Date, each Settlement Class Member who has not submitted a timely Opt-Out request, and Plaintiff, each releases the Defendants and the Released Parties, and each of them, of and from any and all Released Claims during the Class Period.

The Class Participants shall release all "Released Claims" meaning any and all causes of action or claims that were asserted in the April 29, 2022 Complaint based upon Defendants' alleged failure and unlawful practices and policies, in violation of California state wage and hours laws (a) failure to accurately pay all wages due, including minimum and overtime wages; (b) failure to authorize and permit fully compliant rest breaks for

every four hours or major fraction thereof worked and failure to pay an additional hour of pay in lieu of providing a complaint rest period; (c) failure to provide complaint meal periods and failure to pay an additional hour of pay in lieu of providing compliant meal periods; (d) failure to provide accurate itemized wage statements; (e) failure to pay accrued and taken sick days; and (f) failure to pay all wages earned and owed upon separation from Defendants' employ. The Released claims do not include any claims for workers compensation, unemployment, or disability benefits or any other claims that cannot legally be waived.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Class Participants and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants based on the PAGA claims alleged in the Action and resolved by this Settlement.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Each Class Participant shall be eligible to receive payment of the Individual Settlement Amount and shall receive a portion of the Net Settlement Amount on a pro rata basis calculated by dividing the total number of pay periods worked by an individual Class Participant during the Class Period by the total number of pay periods worked by all Class Participants during the Class Period..
2. Pay Period Challenges. The number of Pay Periods you worked during the Class Period as recorded in Defendants records, is stated in the first page of this Notice. You have until _____ to challenge the number of Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants calculation of Pay Periods based on Defendants records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you.

5. HOW WILL I GET PAID?

1. Class Participants. The Administrator will send, by U.S. mail, a single check to every Class Participant (i.e., every Class Member who doesn't opt-out). The single check will combine any amount due for the Class claims and under the PAGA.
2. Opt-Outs. The Administrator will send, by U.S. mail, a single PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this

Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Martha Padilla v. All In One Janitorial Services, Inc. et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

A Class Participant who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses, and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the "*Martha Padilla v. All In One Janitorial Services, Inc. et al.*" Action and include your name, current address telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) in Department 23 of the Stanislaus Superior Court, located at 801 10th Street, Modesto, CA 95354. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or by other means available to the Court. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to (specify entity)'s website at (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Class Counsel:

MAKAREM & ASSOCIATES, APLC

Ronald W. Makarem, Esq.

Samuel D. Almon, Esq.

Daniel J. Bass, Esq.

11601 Wilshire Boulevard, Suite 2440

Los Angeles, California 90025-1760

Phone: (310) 312-0299

Fax: (310) 312-0296

Email: clerks@law-rm.com

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money as those funds will be reissued to a non-profit organization.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2