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12 Attorneys for Plaintiff MARTHA PADILLA,
13 Individually, and on behalf of all others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

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

Plaintiff,

vs.

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

Defendants.

CASE NO.: CV-22-001931

**DECLARATION OF JEREMY
ROMERO (ON BEHALF OF CPT
GROUP, INC.) WITH RESPECT TO
NOTIFICATION AND
ADMINISTRATION**

Complaint Filed: April 29, 2022

I, Jeremy Romero, declare as follows:

1. I am employed by CPT Group, Inc., the Court-approved class action Settlement Administrator for *Padilla v. All In One Janitorial Services, Inc., et al.*, as a Case Manager. I have personal knowledge of the facts set forth in this Declaration, and if called as a witness, I could and would testify competently thereto.

1 2. Settlement Administrator (“CPT”) has extensive experience in providing notice of
2 class actions and administering class action settlements. In the past 30 years, we have provided
3 notification and/or claims administration services in over one thousand class action cases.

4 3. CPT was selected by the parties to administer the settlement in this action. In this
5 capacity, CPT was charged with (a) printing and mailing to Class Members the *Court Approved*
6 *Notice of Class Action Settlement and Hearing Date for Final Court Approval*, and hereinafter
7 referred to as the “Notice Packet”; (b) handling inquiries from Class Members concerning the
8 Notice Packet; (c) determining Individual Settlement Amount; (d) determining individual
9 payments to members of the PAGA Settlement Class; (e) maintaining the settlement funds in an
10 appropriate account; (f) preparing, administering, and distributing Individual Settlement
11 Amounts to Class Participants; (g) preparing, administering, and distributing individual
12 payments to members of the PAGA Settlement Class; (h) distributing the portion of the PAGA
13 Payment payable to the LWDA; (i) issuing a final report and performing such other duties as the
14 Parties may direct; and (j) handling all tax document preparation and reporting, including state
15 and federal tax forms, if any.

16 4. CPT received the Court-approved text for the Notice Packet from Counsel on
17 August 25, 2023. CPT prepared a draft of the Notice Packet for mailing to the class members.
18 Attached hereto as **Exhibit “A”** is a true and correct copy of the Notice Packet.

19 5. On September 18, 2023, CPT received a data file from Counsel containing the
20 Class List for the purpose of mailing Notice Packets to Class Members. The initial mailing list
21 contained twenty-five (25) Class Members.

22 6. On November 1, 2023, CPT ran a National Change of Address (NCOA) search in
23 attempt to update the addresses on the class list and ensure it was as accurate as possible. A search
24 of this database provided updated addresses for any individual who had moved in the previous
25 four years and notified the U.S. Postal Service of their change of address.

26 7. The Notice Packets were enclosed in an envelope with the Class Member’s name
27 and known address printed on the envelope. On November 2, 2023, the Notice Packet was mailed
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via U.S. first class mail to all twenty-five (25) Class Members. The deadline to submit disputes, requests for exclusion or objections was December 18, 2023.

8. As of the date of this declaration, two (2) Notice Packets have been returned to our office by the U.S. Postal Service, of which zero (0) were provided a new address by the Post Office. For the remaining two (2) Notice Packets, CPT performed a skip trace to locate a better address using Accurant, one of the most comprehensive address databases available. It utilizes hundreds of different databases supplied by credit reporting agencies, public records, and a variety of other national databases.

9. As a result of skip trace effort or re-mail requests from Counsel or the Class Members themselves, a total of two (2) Notice Packets have been re-mailed to date. As of the date of this declaration, zero (0) Notice Packets are deemed undeliverable.

10. As of the date of this declaration, CPT has received zero (0) requests for exclusion, zero (0) objections, and zero (0) disputes regarding workweeks.

11. As of the date of this declaration, CPT reports a total of twenty five (25) Participating Class Members, representing 100% of the Settlement Class.

12. The entire Net Settlement Amount was used to calculate the estimated amount for each Settlement Class Member:

Settlement Amount	\$50,000.00
Less Class Counsel Fees	(\$17,500.00)
Less Class Counsel Costs	(\$7,000.00)
Less Enhancement Award to Plaintiffs	(\$5,000.00)
Less LWDA Payment	(\$3,750.00)
<u>Less Settlement Administration Costs</u>	<u>(\$5,000.00)</u>
Net Settlement Amount	\$11,750.00

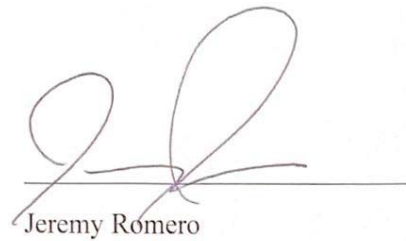
13. Based on estimated settlement calculations at this time, the average gross payment to each Settlement Class Member is \$470.00, the highest is \$1,017.92, and the lowest is \$26.33.

1 14. Based on estimated settlement calculation at this time, the estimated Individual
2 Settlement Payment for Martha Padilla is \$921.40.

3 15. CPT will charge a total of \$5,000.00 in costs associated with the administration of
4 the settlement. This includes all costs incurred to date, as well as estimated costs involved in
5 completing the settlement.

6 I declare under penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct, and that this declaration is executed this 6th day of February 2024,
8 at Irvine, California.

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Jeremy Romero

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 «SettAmt» (less withholding) and your Individual PAGA Payment is estimated to be «PAGAAmt»**. 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 «PayPeriods» 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:

- (i) **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.
- (ii) **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 <u>December 18, 2023</u>	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 <u>December 18, 2023</u>	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 <u>February 28, 2024</u> Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on February 28, 2024. 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 <u>December 18, 2023</u>	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 December 18, 2023. 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?

- (i) 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.
- (ii) 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.

- (iii) 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.
- (iv) 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.
- (v) 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.

- (vi) 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 December 18, 2023, 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 December 18, 2023 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.

- (vii) 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.
- (viii) 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.
- (ix) 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.

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?

- (i) 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.
- (ii) 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 December 18, 2023 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?

- (i) 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.
- (ii) 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.

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 December 18, 2023, 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 December 18, 2023. 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 February 28, 2024 at 8:30 a.m. 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 Court's website <https://stanportal.stanct.org/> 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 the Court's website at <https://stanportal.stanct.org/>. 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:

Padilla v. All in One Janitorial Services, Inc. &

Goarette Marie Jarvis, Inc.

c/o **CPT GROUP, INC.**

50 Corporate Park

Irvine, California 92606

Phone: 1-888-498-1760

Fax: 949-419-3446

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.