

1 **MAKAREM & ASSOCIATES APLC**

2 Ronald W. Makarem (SB# 180442)  
3 Samuel D. Almon, Esq. (SB # 243569)  
4 Daniel J. Bass, Esq. (SBN 287466)  
5 11601 Wilshire Boulevard, Suite 2440  
6 Los Angeles, CA 90025-1760  
7 Phone: (310) 312-0299; Fax: (310) 312-0296  
8 [makarem@law-rm.com](mailto:makarem@law-rm.com)  
9 [almon@law-rm.com](mailto:almon@law-rm.com)  
10 [bass@law-rm.com](mailto:bass@law-rm.com)

11 Attorneys for Plaintiff MARTHA PADILLA  
12 individually, and on behalf of all others similarly situated

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **FOR THE COUNTY OF STANISLAUS**

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

17 Plaintiffs,

18 vs.

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

23 Defendants.

Electronically Filed  
3/18/2024  
Superior Court of California  
County of Stanislaus  
Clerk of the Court  
By: Yukari Williams, Deputy

Case No.: CV-22-001931

**~~PROPOSED~~ ORDER GRANTING  
FINAL APPROVAL AND JUDGMENT**

Date: February 28, 2024  
Time: 8:30 a.m.

Department: 23

Complaint Filed: April 29, 2022

1 This matter came on for hearing on February 28, 2024 at 8:30 a.m., in Department 23 of  
2 the above-entitled court located at 801 10th Street Modesto, CA 95354 regarding Plaintiff's  
3 Motion for Final Approval of Class Action Settlement.

4 On August 24, 2023, the Court granted Plaintiff's Motion for Preliminary Approval of  
5 Class Action Settlement ("Order Granting Preliminary Approval"), thereby preliminarily  
6 approving the settlement of the above-captioned Action in accordance with Class Action  
7 Settlement Agreement ("Agreement"), which, together with the exhibits attached thereto, sets forth  
8 the terms and conditions for settlement and judgment of the Action.

9 Having fully reviewed and considered the moving papers, and having analyzed Agreement  
10 between Plaintiff Martha Padilla ("Plaintiff"), and Defendants All In One Janitorial Services, Inc.  
11 and Goarette Marie Jarvis ("Defendants"), attached as Exhibit "A" to the Declaration of Daniel J.  
12 Bass, **THIS COURT HEREBY ENTERS THE FOLLOWING ORDERS AND JUDGMENT:**

13 1. All defined terms contained herein shall have the same meanings as those set forth  
14 in the Agreement.

15 2. This Court has jurisdiction over the claims of the Class Members asserted in this  
16 proceeding and over all parties to the Action.

17 3. The Court finds that the applicable requirements of California Code of Civil  
18 Procedure § 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect  
19 to the Class and the Agreement. The Court hereby makes final its earlier provisional certification  
20 of the class for settlement purposes only, as set forth in the Order Granting Preliminary Approval.

21 4. For purposes of final approval of settlement, Plaintiff is further appointed as Class  
22 Representative, and Ronald W. Makarem, Samuel Almon, and Daniel J. Bass of Makarem &  
23 Associates, APLC ("Plaintiff's Counsel or Class Counsel") are appointed as Class Counsel.

24 5. The Notice given to Class Members informed Class Members of all material  
25 elements of the settlement and of their opportunity to object to or to seek exclusion from the  
26 Settlement; was the best notice practicable under the circumstances; was valid, due, and sufficient  
27 notice to all Class Members; and complied fully with the laws of the state of California, the United  
28 States Constitution, due process and other applicable law. The Notice fairly and adequately

1 described the terms of the settlement and provided Class Members adequate instructions and a  
2 variety of means to obtain additional information regarding the settlement to enter judgment  
3 thereon.

4 6. Pursuant to California law, the Court hereby grants final approval to the settlement  
5 and finds it fair, reasonable and adequate, and in the best interests of the Class as a whole to enter  
6 judgment thereon. More specifically, the Court finds that the settlement was reached following  
7 meaningful discovery and investigation conducted by Class Counsel; that the settlement is the  
8 result of serious, informed, adversarial, and arm's-length negotiations between the parties; and that  
9 the terms of the settlement are in all respects fair, adequate, and reasonable. In so finding, the Court  
10 has considered all of the evidence presented, including evidence regarding the strength of  
11 Plaintiff's case; the risks, expenses, and complexity of the claims presented; the likely duration of  
12 further litigation; the amount offered in the settlement; the extent of investigation and discovery  
13 completed; and the experience and views of Class Counsel. Further, the Court has considered the  
14 lack of objections from the settlement by Class Members. Accordingly, the Court enters judgment  
15 against the Defendants and directs that the settlement be affected in accordance with the  
16 Agreement, and the following terms and conditions.

17 7. As a full opportunity has been afforded to the Class Members to participate in this  
18 hearing, and all Class Members and other persons wishing to be heard have been heard. Class  
19 Members also have had a full and fair opportunity to exclude themselves from the settlement and  
20 Class. Accordingly, the Court determines that all Class Members who did not timely request  
21 exclusion from the settlement are bound by this Order and Judgment.

22 8. Judgment is entered against Defendants in the amount of \$50,000.00 in accordance  
23 with the Settlement. It is hereby ordered that Defendants shall fully fund the Gross Settlement  
24 Amount in accordance with the Agreement. According to the Settlement Agreement "Effective  
25 Date" means the first business day following the last of the following occurrences: (i) if no Class  
26 Member timely and properly intervenes, files a timely motion to vacate the Judgment under, or  
27 objects to the Settlement, then the date the Court enters an order granting Final Approval of the  
28 Settlement; (ii) if a Class Member timely intervene or files a timely motion to vacate the judgment

1 or objects to the Settlement, then sixty-one (61) days following the date the Court enters an order  
2 granting final approval, assuming no appeal is filed; or (iii) if a Class Member timely intervenes  
3 or files a motion to vacate the Judgment, or objects to the Settlement, and files a timely appeal,  
4 then the date of final resolution of that appeal (including any requests for rehearing and/or petitions  
5 for certiorari), resulting in final and complete judicial approval of the Settlement in its entirety,  
6 with no further challenge to the Settlement being possible.

7 9. The Settlement Administrator shall distribute to Class Counsel the attorneys' fees  
8 and expenses approved by the Court to Class Counsel no later than 15 days after Defendants  
9 deposit the entirety of the Gross Settlement Amount with the Settlement Administrator.

10 10. The Settlement Administrator shall distribute to the Class Representative the  
11 Service Award approved by the Court no later than 15 days after Defendants deposit the entirety  
12 of the Gross Settlement Amount with the Settlement Administrator.

13 11. In accordance with the Settlement Agreement, the Settlement Administrator shall  
14 mail the Individual Settlement Amount to each Class Participant, by first-class U.S. mail, to the  
15 last-known address no later than 15 days after the Defendants deposit the entire of the Gross  
16 Settlement Amount with the Settlement Administrator. Within 200 days of the distribution of the  
17 Individual Settlement Amounts to the Class Participants, the Settlement Administrator shall  
18 provide to Class Counsel a declaration of payment. Any funds associated with checks that have  
19 not been cashed within 180 days, will become void and the Individual Settlement Amount  
20 associated with the un-cashed check shall be paid out in accordance with Civil Code section 384  
21 to the cy pres recipient CASA of Stanislaus County.

22 12. It is hereby ordered that the Administrator, CPT Group, Inc. shall issue payment to  
23 itself in the amount of \$5,000.00 for the services performed and costs incurred in the administration  
24 of the settlement in accordance with the Agreement and the terms and conditions of this Order.

25 13. The Court finds that the Class Representative Service Payment sought is fair and  
26 reasonable for the work performed by named Plaintiff on behalf of the Class. It is hereby ordered  
27 that the Settlement Administrator issue a service payment in the amount of \$5,000 to Plaintiff  
28 Martha Padilla.

1           14.     The Court has found that Class Counsel’s request for attorneys’ fees in the amount  
2 of \$17,500 falls within the range of reasonableness, and the result achieved justifies the award  
3 sought. The requested fees are fair, reasonable, and appropriate, and are hereby approved. It is  
4 hereby ordered and adjudged that the Settlement Administrator issue payment to Class Counsel of  
5 \$17,500 to Makarem & Associates, APLC for attorneys’ fees.

6           15.     The Court found that Class Counsel’s request for litigation costs in the amount of  
7 \$4,903.75 is reasonable, and approved. It is hereby ordered and adjudged that the Settlement  
8 Administrator issue payment to Class Counsel of \$4,903.75 to Makarem & Associates, APLC for  
9 reimbursement of litigation costs.

10          16.     With this final approval of the settlement, the Court hereby enters judgment by  
11 which, as of the Effective Date - defined in the Settlement Agreement- each Settlement Class  
12 Member, “except those who timely Opt-Out, will be bound to the release of Released Claims as a  
13 result of the Class Settlement and to the terms of the final judgment and the satisfaction of such  
14 judgment. Pursuant to the settlement agreement “Claims” or “Released Claims” shall mean any and  
15 all causes of action or claims that were asserted in the April 29, 2022 Complaint based upon  
16 Defendants’ alleged failure and unlawful practices and policies, in violation of California state  
17 wage and hours laws (a) failure to accurately pay all wages due, including minimum and overtime  
18 wages; (b) failure to authorize and permit fully compliant rest breaks for every four hours or major  
19 fraction thereof worked and failure to pay an additional hour of pay in lieu of providing a complaint  
20 rest period; (c) failure to provide complaint meal periods and failure to pay an additional hour of  
21 pay in lieu of providing compliant meal periods; (d) failure to provide accurate itemized wage  
22 statements; (e) failure to pay accrued and taken sick days; and (f) failure to pay all wages earned  
23 and owed upon separation from Defendants’ employ. The Released claims do not include any  
24 claims for workers compensation, unemployment, or disability benefits or any other claims that  
25 cannot legally be waived.”

26          17.     Additionally the Court hereby enters judgment by which, as of the Effective Date -  
27 defined in the Agreement- “All Non-Participating Class Members who are Aggrieved Employees  
28 are deemed to release, on behalf of themselves and their respective former and present

1 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released  
2 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been  
3 alleged, based on the PAGA Period facts stated in the Operative Complaints PAGA Notice,  
4 including violation of California Labor Code section 2698, et seq., and ascertained in the course of  
5 the Action.”

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

1 negligent infliction of emotional distress, or damages under any other federal, state or local statutes,  
2 ordinances, regulations, rules or laws. This release is for any and all relief, no matter how  
3 denominated, including, but not limited to, back pay, front pay, vacation pay, bonuses,  
4 compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain  
5 and suffering, penalties and attorney fees and costs, and Plaintiff hereby forever releases, discharges  
6 and agrees to hold harmless Defendants and the Released Parties from any and all claims for  
7 attorney fees and costs arising out of the matters released in this Settlement Agreement. Plaintiff's  
8 release includes a Section 1542 waiver."

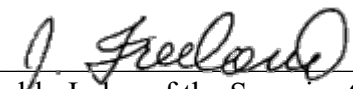
9         19. After entry of this Judgment, pursuant to California Rules of Court, Rule 3.769(h),  
10 the Court shall retain continuing jurisdiction solely for purposes of addressing: (i) the interpretation  
11 and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii)  
12 such post-Judgment matters as may be appropriate under court rules or as set forth in this  
13 Agreement. The Parties, Class Counsel and Defense Counsel submit to the jurisdiction of the Court  
14 for purposes of interpreting, implementing, and enforcing the Settlement embodied in this  
15 Stipulation of Settlement and all orders and judgments entered in connection therewith.

16         20. The Court has set a Compliance Hearing on October 25, 2024 at 8:30 a.m. in  
17 Department 23 of the above-entitled court for review and approval of a final compliance status  
18 report due no later than five (5) court days in advance of the compliance hearing which shall include  
19 the total amount that was actually paid to the class members pursuant to the settlement. At the time  
20 of the compliance hearing, the Court shall amend the judgment to direct that the sum of the unpaid  
21 funds, plus interest as required by the statute, be distributed as set forth in the Agreement.

22         21. The Court orders that Notice of the Court's Order Granting Final Approval and  
23 Judgment shall be posted on the Settlement Administrator's website for a period of at least 90  
24 days. (Civ. Code §1781(g); Cal. Rules of Ct., rule 3.771(b).)

25         **IT IS SO ORDERED.**

26  
27         Dated: 3/14/2024, 2024

28  
  
Honorable Judge of the Superior Court  
John Freeland

PROOF OF SERVICE

(Code of Civil Procedure §1013A(d))

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 11601 Wilshire Boulevard, Suite 2440 Los Angeles, CA 90025. My email address is [malin@law-rm.com](mailto:malin@law-rm.com). On March 13, 2024 I caused the foregoing document described as:

**1. [PROPOSED] ORDER GRANTING FINAL APPROVAL AND JUDGMENT**

Said document was served on the interested parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

STACY L. HENDERSON  
RAQUEL A. HATFIELD  
HENDERSON HATFIELD, APC  
Office: (209) 599-5003 | Fax: (209) 599-5008  
Direct: (209) 924-4796 | Cell: (209) 531-5180  
1101 15th Street, Modesto, CA 95354  
Attorneys for Defendants  
[stacy@hendersonhatfield.com](mailto:stacy@hendersonhatfield.com);  
[raquel@hendersonhatfield.com](mailto:raquel@hendersonhatfield.com);  
[cecilia@hendersonhatfield.com](mailto:cecilia@hendersonhatfield.com);

\_\_\_ BY MAIL: I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am readily familiar with this business' practice for collection and processing of mail and that on the same day, and in the ordinary course of business, said mail is deposited in the United States Mail with postage thereon fully prepaid at Los Angeles, California.

XX BY EMAIL: I caused a true copy of the foregoing document to be served by e-mail at the e-mail addresses set forth above. Each email was complete and no reports of error were received.

\_\_\_ VIA OVERNIGHT DELIVERY: I placed such envelope for regularly scheduled pickup at our offices on the date of this declaration by our usual overnight delivery service.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct. Executed on March 13, 2024, at Los Angeles, California.

Madeleine Malin  
Madeleine Malin