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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 1 through 20,
inclusive;

Defendants.

CASE NO. CV-22-001931

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

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

Date: February 28, 2024

Time: 8:30 a.m.

Department: 23

Complaint Filed: April 29, 2022

1
2 **DECLARATION OF DANIEL J. BASS**

3 I, Daniel J. Bass, declare:

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

9 **FACTUAL BACKGROUND – SUMMARY OF LITIGATION**

10 2. **Defendant and Plaintiff** - Defendants employed Plaintiff as a non-exempt
11 employee, serving as a janitor for several years.

12 3. During the time that Plaintiff was employed, she was subject to the same policies
13 and procedures as all other non-exempt hourly paid employees, which among other things, Plaintiff
14 contends caused employees to work long hours, sometimes off the clock, and without breaks. As
15 such, Plaintiff and his fellow class members were denied full payment of their wages, including
16 overtime and double time, and legally compliant breaks.

17 4. **Plaintiff's Allegations** - This matter involves a lawsuit brought by Plaintiff on
18 behalf of non-exempt employees of Defendants. The action is the putative class action pending in
19 Stanislaus County, Case No. CV-22-001931, filed on April 29, 2022.

20 5. Plaintiff also submitted notice to the LWDA, via online submission of her potential
21 claims on April 15, 2022, being assign LWDA case number LWDA-CM-878853-22.

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

28 7. **Investigation** - Before filing the lawsuit, Class Counsel investigated and researched

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

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

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

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

18 10. **Mediation** - On September 26, 2022, the Parties participated in an all-day mediation
19 presided over by James Johnston, Esq, which led to this Agreement to settle the Action. Over the
20 next months the parties negotiated the details of the long form settlement agreement which was
21 fully executed on May 15, 2023 and for which preliminary approval was granted on August 24,
22 2023.

23 **TERMS OF THE SETTLEMENT**

24 11. Attached hereto as Exhibit "A" is a true and correct copy of the Class Action
25 Settlement Agreement ("Settlement Agreement"). The Court entered the ORDER GRANTING
26 PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
27 SETTLEMENT ("Preliminary Approval Order") on August 24, 2023. A true and correct copy of
28 the signed order is attached hereto as Exhibit "B".

12. **Settlement Class** - The "Class" or "Settlement Class" means all individuals
employed by Defendant ALL IN ONE JANITORIAL SERVICES, INC., as a non-exempt

1 employee in the state of California at any time between April 1 and September 26, 2022. Based on
2 its records, Defendants estimate that there are 25 Class Members who collectively worked a total
3 of 2,250 Workweeks during the Class Period above and 25 Aggrieved Employees who worked a
4 total of 1,071 PAGA Pay Periods with the PAGA claim period Class Period covering the same
5 dates, for settlement purposes.

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

12 14. **Attorney’s Fees/Costs:** The settlement calls for up to 35% of the Gross Settlement
13 Amount or \$17,500 in attorneys’ fees plus up to \$7,000 in actual litigation costs and expenses. The
14 fee request is in line with fee awards commonly granted across this state as well as the fee
15 percentage commonly contracted for by attorneys within this state. Moreover, Plaintiff’s counsel
16 has limited such litigation costs to \$4,903.75 .

17 15. **Class Representative’s Service Award:** Up to \$5,000 to the named Plaintiff for
18 her service as a class representative. The payment is for the service rendered in furtherance of class
19 members claims, for the risk undertaken for payment of costs in the event such litigation was
20 unsuccessful, for any stigma the plaintiff may suffer going forward due to the public information
21 available via the Internet for having filed a class action against an employer, and for his agreement
22 to provide a full release of his claims as compared to the limited release required of class members.

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

1 17. **Settlement Administration Costs:** The proposed settlement administrator is CPT
2 Group, Inc. (“CPT”). CPT is an experienced class notice administration company, and has acted as
3 claims administrator in numerous wage and hour cases throughout the country. CPT has presented
4 that its charges to administer the proposed settlement will not exceed \$5,000.

5 18. **LWDA PAGA Penalty Amount and PAGA Group Payment:** 75% share of the
6 \$5,000.00 (or \$3,750.00) allocated from the Gross Settlement Amount for PAGA penalties that will
7 be paid to the LWDA. The remaining 25% share of the \$5,000.00 (or \$1,250.00) allocated from the
8 Gross Settlement Amount for PAGA penalties will be paid to PAGA Members.

9 19. **Net Settlement Amount and Payout to Class Members:** The Net Settlement
10 Amount was estimated to be approximately \$11,750, including \$1,250.00 distributed as Individual
11 PAGA Payments. Each Settlement Class Member shall be eligible to receive an Individual Class
12 Payment, which is the number of the Class Member’s individual Covered Class Workweeks divided
13 by the total Covered Class Workweeks for all Class Members. This fraction shall be multiplied by
14 the Net Settlement Amount.

15 20. Assuming this Court makes no modification, the estimated 25 Class Members shall
16 recover an estimated average, prior to increasing the Net Settlement Amount for any unused costs,
17 of \$470.00, the highest payment before increases was calculated as \$1,017.92, and the lowest
18 \$26.33.

19 **Claims and Settlement Fund Distribution Procedure**

20 21. According to the Settlement Agreement “Effective Date” means the first business
21 day following the last of the following occurrences: (i) if no Class Member timely and properly
22 intervenes, files a timely motion to vacate the Judgment under, or objects to the Settlement, then
23 the date the Court enters an order granting Final Approval of the Settlement; (ii) if a Class Member
24 timely intervene or files a timely motion to vacate the judgment or objects to the Settlement, then
25 sixty-one (61) days following the date the Court enters an order granting final approval, assuming
26 no appeal is filed; or (iii) if a Class Member timely intervenes or files a motion to vacate the
27 Judgment, or objects to the Settlement, and files a timely appeal, then the date of final resolution
28 of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final

1 and complete judicial approval of the Settlement in its entirety, with no further challenge to the
2 Settlement being possible. (Exh. A at I(O)) The Settlement Administrator shall distribute to Class
3 Counsel the attorneys' fees and expenses approved by the Court to Class Counsel no later than 15
4 days after Defendants deposits the entirety of the Gross Settlement Amount with the Settlement
5 Administrator. (Exh. A at VII(C)) The Settlement Administrator shall distribute to the Class
6 Representative the Service Award approved by the Court no later than 15 days after Defendants
7 deposits the entirety of the Gross Settlement Amount with the Settlement Administrator. (Exh. A
8 at VII(D)) The Settlement Administrator shall distribute to the LWDA the portion of the PAGA
9 Payment due to it an approved by the Court no later than 15 days after Defendants deposits the
10 entirety of the Gross Settlement Amount with the Settlement Administrator. (Exh. A at VII(E)).

11 22. According to the Agreement, the Settlement Administrator shall mail the Individual
12 Settlement Amount to each Class Participant, by first-class U.S. mail, to the last-known address no
13 later than 15 days after the Defendants deposits the entire of the Gross Settlement Amount with the
14 Settlement Administrator. Within 200 days of the distribution of the Individual Settlement Amounts
15 to the Class Participants, the Settlement Administrator shall provide to Class Counsel a declaration
16 of payment. (*Id.*, Exh. A at VII(F)). Any funds associated with checks that have not been cashed
17 within 180 days, will become void and the Individual Settlement Amount associated with the un-
18 cashed check shall be paid out in accordance with Civil Code section 384 to a cy pres agreed to by
19 the Parties as required by Code of Civil Procedure section 384 or any other methods of distribution
20 consistent with Code of Civil Procedure section 384. The cy pres recipient shall be CASA of
21 Stanislaus County or other mutually agreeable cy pres recipient should the Court not approve the
22 Parties' proposed beneficiary and/or as otherwise consistent with Code of Civil Procedure section
23 384. (*Id.*, Exh. A at VII(G)).

24 23. **Release By Class Members:** Each Settlement Class Member, "except those who
25 timely Opt-Out, will be bound to the release of Released Claims as a result of the Class Settlement
26 and to the terms of the final judgment and the satisfaction of such judgment. Pursuant to the
27 settlement agreement "Claims" or "Released Claims" shall mean any and all causes of action or
28 claims that were asserted in the April 29, 2022 Complaint based upon Defendants' alleged failure

1 and unlawful practices and policies, in violation of California state wage and hours laws (a) failure
2 to accurately pay all wages due, including minimum and overtime wages; (b) failure to authorize
3 and permit fully compliant rest breaks for every four hours or major fraction thereof worked and
4 failure to pay an additional hour of pay in lieu of providing a complaint rest period; (c) failure to
5 provide complaint meal periods and failure to pay an additional hour of pay in lieu of providing
6 compliant meal periods; (d) failure to provide accurate itemized wage statements; (e) failure to pay
7 accrued and taken sick days; and (f) failure to pay all wages earned and owed upon separation from
8 Defendants' employ. The Released claims do not include any claims for workers compensation,
9 unemployment, or disability benefits or any other claims that cannot legally be waived." (See Exh.
10 A at II.U.).

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

18 **25. Released Claims with respect to Plaintiff Only** – "Plaintiff, on behalf of herself
19 and her heirs, executors, administrators, and representatives, shall and does hereby forever releases,
20 discharges and agrees to hold harmless the Released Parties from any and all charges, complaints,
21 claims, liabilities, obligations, promises, agreements, controversies, damages, penalties, actions,
22 causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney fees
23 and costs), known or unknown, at law or in equity, which they may now have or may have after
24 the signing of this Settlement Agreement, arising out of or in any way connected with her
25 employment with Defendants and Releasees including, the Released Claims, claims that were
26 asserted or could have been asserted in the Complaint, and any and all transactions, occurrences,
27 or matters between the Parties occurring prior to the date this Settlement Agreement is fully
28 executed. Without limiting the generality of the foregoing, this release shall include, but not be

1 limited to, any and all claims under the (a) Americans With Disabilities Act, as amended; (b) Title
2 VII of the Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. §
3 1981, as amended; (e) the Age Discrimination in Employment Act, as amended; (f) the Fair Labor
4 Standards Act, as amended; (g) the Equal Pay Act; (h) the Employee Retirement Income Security
5 Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation
6 Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the
7 California Fair Employment and Housing Act; (n) the California Constitution; (o) the California
8 Labor Code; (p) the California Government Code; (q) the California Civil Code; (r) the California
9 Wage Orders, and (s) any and all other federal, state and local statutes, ordinances, regulations,
10 rules and other laws, and any and all claims based on constitutional, statutory, common law or
11 regulatory grounds as well as any other claims based on theories of wrongful or constructive
12 discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or
13 intentional and/or negligent infliction of emotional distress, or damages under any other federal,
14 state or local statutes, ordinances, regulations, rules or laws. This release is for any and all relief,
15 no matter how denominated, including, but not limited to, back pay, front pay, vacation pay,
16 bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages,
17 damages for pain and suffering, penalties and attorney fees and costs, and Plaintiff hereby forever
18 releases, discharges and agrees to hold harmless Defendants and the Released Parties from any and
19 all claims for attorney fees and costs arising out of the matters released in this Settlement
20 Agreement. Plaintiff's release includes a Section 1542 waiver." See Exhibit A at X.B.

21 26. The settlement amount was a negotiated compromise, factoring in the risks related
22 to certification, liability and damages. Taking into account all of the circumstances of the action
23 and the significant factual and legal defenses raised by Defendant against certification, liability
24 and damages, Class Counsel believe that the settlement is fair and reasonable. Each Class
25 Member's individual share of the settlement amount is tailored to the number of workweeks
26 worked by each Class Member during the class period; so the distribution is weighted in favor of
27 those Class Members who were potentially most affected by the alleged violations. Moreover,
28 because the class consists of numerous employees, it was unlikely that the potential monetary

1 claims of individual Class Members would have proved viable without the class-action
2 mechanism.

3 27. The Settlement should be approved accordance with the holdings in *Clark v.*
4 *American Residential Services LLC* (2009) 175 Cal. App. 4th 785 (hereinafter, “*Clark*”) and
5 *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116 (“*Kullar*”). The *Clark* and *Kullar*
6 courts principally wanted to ensure that trial courts, when deciding whether a class action
7 settlement is fair, adequate, and reasonable, should independently evaluate the settlement amount
8 in light of the strength of the plaintiff’s case, and that plaintiff should provide the court the
9 information necessary to make that evaluation. The *Clark* and *Kullar* courts cite the recognized
10 factors set forth in cases like *Dunk v. Ford Motors Co.* (1996) 48 Cal. App. 4th 1794, 1801, that
11 trial courts should examine during the approval process, including (1) the extent of discovery
12 completed and the stage of the proceedings; (2) the strength of plaintiff’s case in light of the
13 settlement amount; (3) the risk, expense, complexity, and likely duration of further litigation, as
14 well as the risk of maintaining class-action status through trial; (4) the experience and views of
15 counsel; and (5) the reaction of class members to the proposed settlement. *Id.* at 799

16 **THE STRENGTH OF PLAINTIFF’S CASE AND COMPLEXITIES OF FURTHER**
17 **LITIGATION**

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

22 29. Liability remains highly contested by Defendants who deny that they engaged in
23 any violations of the law, and they further deny any liability or engagement in wrongdoing of any
24 kind associated with the claims alleged in the Action by the Plaintiff or any Class Member.
25 Defendants contend that at all times they complied with all wage-and-hour laws in connection with
26 the employment and/or retention of services of Plaintiff and the Class Members.

27 30. Plaintiff’s counsel understood and appreciated the defenses and position of
28 Defendants but believed that Plaintiff would ultimately succeed in the action. In light of the

1 strongly divergent views, the parties, were able to negotiate a fair settlement, considering the costs
2 and risks of continued litigation. The negotiations were at all times conducted professionally and
3 at arm's length and have produced a result that the Parties believe to be in their respective best
4 interests.

5 31. Parties have also considered the uncertainty and risk of the outcome of further
6 litigation, and the difficulties and delays inherent in such litigation. Plaintiff is also aware of the
7 burdens of proof necessary to establish liability for the claims asserted in the action, the defenses
8 thereto, and the difficulties in establishing damages. In evaluating the settlement, the Court will
9 seek a reasonable estimate of the nature and amount of recovery that each class member could have
10 obtained if the Plaintiff had prevailed in the litigation. Numerous decisions summarize a trial court's
11 task when considering whether to approve the settlement of a putative class action.

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

16 33. The realistic range of outcomes for this litigation took into account the present state
17 of the law regarding meal and rest break claims and the other claims brought in the Action,
18 Defendant's defenses for each claim, and the likelihood of prevailing on a class certification motion
19 as well as trial and any appeals. Where both sides face significant uncertainty, the attendant risks
20 favor settlement. *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011,1026.

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

27 35. Plaintiff estimated Defendant's total non-penalty exposure at \$318,300.00. As such,
28 the settlement represents over approximately 15.7% of Defendants' non-penalty exposure based on

1 Plaintiff's analysis. This is a reasonable recovery, particularly given the number of class members
2 at issue and the size of Defendant's operations.

3 36. As explained further below, Plaintiff details the issues that necessitated deductions
4 from the maximum potential value of this case to arrive at the reasonable Maximum Settlement
5 Amount derived in this action. Here there are 25 Class Members who collectively worked a total
6 of 2,250 Workweeks and 25 Aggrieved Employees who worked an estimated 1,071 PAGA Pay
7 Periods. Plaintiff believes the total value of plaintiffs' claims had plaintiffs prevailed on all claims
8 is \$604,734.00 (only for the period of April 29, 2018 to September 26, 2022), including all penalties
9 and interest or \$318,300.00 absent penalties and interest.

10 37. **Rest Periods**

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

17 38. **Meal Periods**

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

24 39. **Unpaid Off-the-Clock**

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

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

5 41. **Penalties**

6 Although the Class arguably could have seen a payout of approximately \$48,720 for waiting
7 time penalties (for 14 terminated employees during a three-year statutory period) and \$19,750 in
8 wage statement penalties (for 15 employees for a one-year period), Plaintiff's Counsel had to weigh
9 the likelihood of recovery against probable defenses and the wide discretion Courts have exercised
10 in awarding Labor code penalties. Along these lines, Plaintiff considered that Defendants would
11 argue that Plaintiff could not prove the "willful" prong needed to obtain waiting time penalties
12 under Cal. Lab. Code § 203 and would further argue that Plaintiff could not show that Class
13 Members suffered an "injury" as a result of wage statement violations, as required by Cal. Lab.
14 Code § 226. Further, Plaintiff arguably could not recover any waiting time penalties for meal and
15 rest claims. Moreover, Plaintiff would not recover any derivative penalties if he failed to prove the
16 underlying claims.

17 42. Plaintiff, in agreeing to the settlement had to take into account the difficulties in
18 certifying a class and maintaining any such certification. Moreover, Plaintiff had to take into
19 account the uncertainties, including business uncertainties facing Defendant and similar employers
20 during the ongoing COVID 19 pandemic. Each of these concerns weighed into Plaintiff's analysis
21 to eventually agree to a settlement that is less than Defendant's total projected liability even if
22 Plaintiff eventually won every aspect of this case including potential appeal. A settlement now
23 guarantees that class members will 1) obtain a recovery and 2) that they will get the recovery in a
24 time period that is shorter than one if the case went through a full trial and appeal process.

25 43. The settlement amount was a negotiated compromise, factoring in the risks related
26 to certification, liability, and damages. Taking into account all of the circumstances of the action
27 and the significant factual and legal defenses raised by Defendant against certification, liability,
28 and damages, Class Counsel believe that the settlement is fair and reasonable. Each Class

1 Member's individual share of the settlement amount is tailored to the number of shifts worked by
2 each Class Member during the class period so the distribution is weighted in favor of those Class
3 Members who were potentially most affected by the alleged violations. Moreover, because the
4 class consists of several employees, it was unlikely that the potential monetary claims of individual
5 Class Members would have proved viable without the class-action mechanism.

6 **EXPERIENCE AND VIEWS OF COUNSEL**

7 44. My firm has litigated numerous complex business matters, including employment
8 cases. We have settled multiple cases for seven-figures and several more for six-figure amounts.
9 We have obtained seven-figure judgments in complex litigation matters. This is a seven-attorney
10 law firm in West Los Angeles. The firm practices in the area of employment litigation and complex
11 business litigation.

12 45. My colleague, Ronald W. Makarem, has been approved as class counsel in wage
13 and hour class actions over 30 times, including matters certified on contested motions. He was
14 named a "Top 20 Attorney under the Age of 40", in California, by the Daily Journal in 2007, and
15 a California Super Lawyer from 2010 to the present. He was awarded "Top 100 Attorney" in
16 Southern California by Los Angeles Magazine and Super Lawyers for 2013 and 2019. In 2012, he
17 received the CLAY award for 'Attorney of the Year' by California Lawyer Magazine for his work
18 on a landmark California Supreme Court case. He is a certified legal malpractice specialist by the
19 California State Bar. In 2015, he received the AALASC Trailblazer Award which recognizes
20 attorneys who demonstrate vision, courage and tenacity in their practice.

21 46. I have been litigating for nearly a decade, almost all of which was representing
22 employees in similar complex employment actions, including class actions and representative
23 actions. I have been approved as class counsel in wage and hour class actions over 20 times,
24 including matters certified on contested motions. I was named a California Super Lawyer "Rising
25 Star" each year from 2020 to the present.

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

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

9 48. At any given time Makarem & Associates has in excess of 30 wage and hour class
10 actions pending in various stages of the litigation process, from pre-litigation investigation to final-
11 approval pending.

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

16 50. The following is a partial list of putative class action in which Makarem &
17 Associates has been approved as class counsel through contested motions and through settlements:
18 *Becerra v. Sunridge Nurseries, Inc.*, Kern County Superior Court Case No. BCV-19-102625;
19 *Fodera et al v. Equinox Holdings, Inc.*, United States District Court for the Northern District of
20 California, Case No. 3:19-cv-05072-WHO; *Sanchez v. ARB, Inc.*, Orange County Superior Court
21 Case No. 30-2016-00837130; *Weckiewicz v. Execap, Inc.*, Stanislaus Superior Court Case No. CV-
22 18-001292; *Werner v. Crown Equipment Corp.*, Los Angeles Superior Court, Case No. BC439428;
23 *Castillo v. DHL Express (USA), Inc.*, Los Angeles Superior Court Case No. BC409169; *Aglubat v.*
24 *FormFactor, Inc.*, Alameda Superior Court Case No. RG13692639; *Lopez v. ADIR International,*
25 *LLC*, Los Angeles Superior Court Case No. BC436697; *Martinez v. G&M Oil, Inc.*, Orange County
26 Superior Court Case No. 30-2009-00238965; *Lopez-Gallardo v. L&R Auto Parks, Inc.*, Los
27 Angeles Superior Court Case No. BC394399; *Scanlan v. BLB Enterprises, Inc.*, Orange County
28 Superior Court Case No. 07CC00002; *Martinez v. Providian Holdings, Inc.*, Los Angeles Superior

1 Court Case NO. BC4612987; *DeLeon v. Westlake Services, LLC*, Los Angeles Superior Court Case
2 No. BC526750; *Reyes v. PQ Beverly Hills, Inc.*, Los Angeles Superior Court Case No. BC500609;
3 *Funez v. GMG Janitorial, Inc.* San Francisco Superior Court Case No. CGC-13-532261; *Fematt v.*
4 *Mission Linen Supply*, Santa Barbara Superior Court Case No. 15CV03714; *Orozco v. California*
5 *Terra Garden, Inc.*, San Mateo Superior Court Case No. CIV531629; *Powell v. Badger Daylighting*
6 *Corp.* No. Kern County Superior Court Case No. BCV-15-101202; *Barrerra v. Hacienda on the*
7 *Lake*, Orange County Superior Court Case No. 30-2016-00839837-CU-OE-CXC; *Pantoja v.*
8 *Autopia Car Wash*, Alameda County Superior Court Case No. RG14713663; *Galvez v. Ray Tech*,
9 Alameda County Superior Court Case No. RG14737391; *Guzman v. Pick N Pull Auto Dismantlers*,
10 Alameda County Superior Court Case No. RG16816283.

11 51. The foregoing discussion has sought to determine the fairness of the class action
12 settlement in the present case. It has done so by analyzing the settlement in light of the appellate
13 decisions in *Clark* and *Kullar*. This analysis has concluded that the Settlement is fair, reasonable,
14 and adequate. Class Counsel conducted a thorough investigation of the subject wage-and-hour
15 practices, and engaged in non-collusive, arm's-length negotiations through a respected wage and
16 hour mediator in order to reach settlement. Defendants have agreed to pay fair value to settle
17 Plaintiff's principal claims for failure to pay all overtime, and failure to provide compliant meal
18 and rest periods, as well as the derivative waiting time penalties claim. From Class Counsel's
19 substantial experience with wage-and-hour class action lawsuits, Class Counsel believes that this
20 case could not have been settled on better terms under the circumstances. Class Counsel's diligent,
21 efficient, and creative pursuit of this matter positioned Plaintiff to settle this action successfully,
22 affording redress to the entire Class and avoiding the inevitable expense and risk attendant to
23 protracted litigation. Request is therefore made that the settlement be granted final approval so that
24 those persons whom it is intended to benefit shall be afforded the opportunity to receive settlement
25 funds.

26 52. In sum, Class Counsel is experienced in employment class action litigation, and is
27 adequate to represent the putative class in the instant action.
28

1 **REQUEST FOR ATTORNEYS' FEES**

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

13 54. The settlement calls for the payment of up to 35% of the Maximum Settlement
14 Amount or \$17,500 for attorneys' fees. This request is fair, reasonable, and adequate to compensate
15 Class Counsel for the substantial work they have put into this case and, moreover, the risk they
16 assumed by taking it in the first place. The attorneys' fees award is intended to reimburse Class
17 Counsel for all uncompensated work that they have already done and for all the work they will
18 continue to do in carrying out and overseeing the notification to class members, communicating
19 with class members regarding their claims, and assisting in the administration of the settlement if
20 it is finally approved and judgment entered.

21 55. In this case, my firm has incurred substantial attorney's fees conducting pre-filing
22 investigation, analyzing the claims, conducting legal research, reviewing records and speaking with
23 Plaintiff, negotiating the class settlement, preparing the long-form settlement agreement, preparing
24 this motion for preliminary approval, and otherwise litigating the case.

25 56. In other words, my firm has expended a significant amount of time and effort in
26 litigating the present case. The proposed Settlement also does not place the attorneys' interests
27 ahead of class members' interests. Settlement provisions relating to attorneys' fees and litigation
28 expenses in the action were not negotiated until after an agreement was reached in principle with

respect to the direct class settlement benefits and the gross settlement. In achieving the Settlement, which has been overwhelmingly embraced by the Class, the attorneys involved have expended a significant number of hours. The following table summarizes the time spent by the attorneys of Makarem & Associates regarding their time spent on this case, not even including the hours spent on this motion and supporting documents:

Attorney	Experience	Billing Rate	Types of Tasks Assigned	Hours	Lodestar
Ronald W. Makarem	27+ years	\$850	Initial Investigation and Document Review, Pleadings, Violation Calculation & Analysis of Damages, Preparation for Mediation, Settlement Agreement	2.5	\$2,125.00
Daniel Bass	10+ years	\$750	Pleadings, Violation Calculation & Analysis of Damages, Communication with OC, Meet and Confer/Informal Document Review, Expert Consultation, Settlement Agreement, Preliminary Approval Motion	54.10	\$40,575.00
Samuel Almon	17+ years	\$795	Pleadings, Expert Consultation, Preparation for and attended Mediation, Settlement Agreement	5.6	\$4,452.00
Total				62.2	\$47,152.00

57. The rates used in the above chart are rates that have been submitted and accepted by courts in the State of California in applications and/or motions for attorney's fees, throughout the state. They are also less than the rates set by the Laffey Matrix, a true and correct copy of which is attached hereto as "**Exhibit C.**" California Courts have applied the Laffey Matrix with adjustments to the specific California locality where the Counsel's office is located based on "Locality Pay Tables." (*Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 695-696 [affirming fee award based on Laffey Matrix with upward 9 percent rate adjustment from D.C. area compared to San Francisco Bay Area based on Locality Pay Tables]; *In re HPL Techs., Inc., Secs. Litig.* (N.D. Cal. April 22, 2005, No. C-02-3510 VRW) 365 F.Supp.2d 912, 921-922 [using

1 Laffey Matrix with upward adjustment of 9 percent for San Francisco based on difference
2 between D.C. Area's +15.98 locality pay compared to San Francisco's +26.39 percent locality
3 pay differential from the federal courts' "Judiciary Salary Plan Pay Tables."].)

4 58. The total lodestar for all counsel for Plaintiff's counsel exceeds \$47,152.00 and
5 does not even include all of the time spent filing this motion and the over 20 additional hours that
6 I would anticipate Makarem & Associates being required to finalize this motion, appear for final
7 approval and facilitate the settlement, including answering questions brought by Class Members,
8 assisting the Settlement Administrator, and submitting a final accounting to the Court.

9 59. The contingency fees Makarem & Associates fees have charged our clients have
10 generally fallen within the range of 33.3% to 40% of the recovery achieved. Additionally, I am
11 aware by virtue of my years in the field, that such contingency fees are normal and customary in
12 the field, and have been for the entire length of my career. Of course, since we are a contingent
13 firm, in the cases where we do not achieve a recovery, which has unfortunately occurred including
14 on cases we have taken all the way through trial and appeal, we then recover nothing, and are
15 normally out of pocket on all of the expenses and costs advanced.

16 60. Additionally, and to date, my firm has incurred costs of over \$4,903.75. These
17 costs reflect the type of expenses typically billed by attorneys to their paying clients in the
18 marketplace, and include such costs as the above noted payments to experts and mediation
19 expenses to date. The costs incurred in prosecuting this case are reflected in our firm records
20 which are attached hereto as **Exhibit D**.

21 61. It is only because of our continued and aggressive litigation of this lawsuit that a
22 settlement was eventually achieved. But for our continued pursuit of this litigation, a vast
23 majority of Class Members would likely have received nothing from Defendant. As such, we
24 request that the Court award the requested fees and costs of \$17,500.00 and \$4,903.75.
25 respectively. The requested fee is reasonable for the services provided to class members and for
26 the benefits they are to receive.

27 **SERVICE ENHANCEMENT PAYMENT AND UNCASHED CHECKS**

28 62. Plaintiff has taken the extraordinary step of challenging his former employer's

1 actions by bringing this case. Plaintiff did so in the belief that he, and the members of the Settlement
2 Class, were, in fact, entitled to the relief sought in this case. Until this case was filed, no one was
3 pursuing the claims raised in this matter. Plaintiff's actions have resulted in a recovery for the
4 members of the Settlement Class, and the service enhancement he seeks is reasonable.

5 63. Plaintiff fully participated in this action throughout the pendency of the litigation.
6 He was kept well informed of the nature and extent of settlement discussions and approved the
7 same. As such, the service enhancement sought for Plaintiff is reasonable and represents a small
8 percentage of the Net Settlement Amount. Absent the actions taken by Plaintiff, none of the Class
9 Members would have reaped the rewards of this action.

10 64. According to the Settlement Agreement for any Class Member whose Individual
11 Payment check have not been cashed within 180 days, will become void and the Individual
12 Settlement Amount associated with the un-cashed check shall be paid out in accordance with Civil
13 Code section 384 to a cy pres agreed to by the Parties as required by Code of Civil Procedure
14 section 384 or any other methods of distribution consistent with Code of Civil Procedure section
15 384. The cy pres recipient shall be CASA of Stanislaus County or other mutually agreeable cy pres
16 recipient should the Court not approve the Parties' proposed beneficiary and/or as otherwise
17 consistent with Code of Civil Procedure section 384.

18 **SUBMISSION TO THE LWDA AND REVIEW BY DEFENDANT**

19 65. Concurrently with this submission to the Court, I uploaded this declaration (save for
20 the attached Exhibit E), the concurrently filed declarations, final approval motion, Proposed Order
21 and proposed judgment to the LWDA's website. A true and correct copy of the LWDA's Case
22 Detail for this matter is attached hereto as "**Exhibit E.**"

23 I declare under penalty of perjury of the laws of United States of America in the state of
24 California that the foregoing is true and correct. Executed on February 6, 2024 in Los Angeles,
25 California.

26 

27 Daniel J. Bass
28

EXHIBIT A

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Attorneys for Plaintiff Martha Padilla

**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”).

1 This is a non-reversionary checks-mailed settlement and Defendants (as defined below) shall pay
2 100% of the Gross Settlement Amount (as defined below). This Settlement Agreement is subject
3 to the approval of the Court, pursuant to California Rules of Court, Rule 3.769(c), (d) and (e), and
4 is made for the sole purpose of attempting to consummate settlement of the Action on a class-wide
5 basis subject to the following terms and conditions. As detailed below, in the event the Court does
6 not enter an order granting final approval of the Class Settlement, as defined below, or the
7 conditions precedent are not met for any reason, this Settlement is void and of no force or effect
8 whatsoever.

9 **I. DEFINITIONS**

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

14 **A. Action.** “Action” shall mean the above captioned action titled *Martha Padilla, an*
15 *individual, on behalf of herself and others similarly situated, PLAINTIFF v. ALL IN ONE*
16 *JANITORIAL SERVICES, INC., a California Corporation; and GOARETTE MARIE JARVIS; and*
17 *DOES 1 through 20, inclusive, Defendants*, Stanislaus County Superior Court, Case No. CV-22-
18 001931.

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

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

26 **D. Class Attorney Fees and Expenses.** “Class Attorney Fees and Expenses” shall
27 mean Class Counsel’s attorney fees and expenses as set forth in Section IV.G.
28

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.
28

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

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

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

C. Payment to Class Participants. 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. 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

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
28

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

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

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

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

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

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

15
16 Dated: _____

Martha Padilla as an Individual and Proposed Class
Representative

17
18 Dated: 4/15/2023
19 Dated: _____

DocuSigned by:

Goarette Marie Jarvis

B0F8EE33436E4CB...

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

23 Dated: 4/15/2023
24 Dated: _____

DocuSigned by:

Goarette Marie Jarvis

B0F8EE33436E4CB...

25 On behalf of Goarette Marie Jarvis
26
27
28

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

3 **N. Code of Civ. Proc. Section 664.6.** This Settlement Agreement is enforceable
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7 costs.

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

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

15
16 Dated: _____ 05 / 15 / 2023

Martha Padilla as an Individual and Proposed Class
Representative

17
18
19 Dated: _____

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

20
21
22
23 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*
DANIEL BASS
Attorneys for Plaintiff Martha Padilla

6

7

8 Dated: 4/17/23

**HENDERSON HATFIELD
A Professional Corporation**

9

10

By: *Raquel A. Hatfield*
RAQUEL A. HATFIELD
Attorneys for Defendants
All In One Janitorial Services, Inc. and
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 B

1 **MAKAREM & ASSOCIATES, APLC**
2 Ronald W. Makarem, Esq. (SBN 180442)
3 makarem@law-rm.com
4 Samuel Almon, Esq. (SBN 243569)
5 almon@law-rm.com
6 Daniel J. Bass, Esq. (SBN 287466)
7 bass@law-rm.com
8 11601 Wilshire Blvd., Suite 2440
9 Los Angeles, CA 90025-2440
10 Tel.: (310) 312-0299
11 Fax: (310) 312-0296

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

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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 1
through 20, inclusive;

Defendants.

Electronically Filed
8/24/2023
Superior Court of California
County of Stanislaus
Clerk of the Court
By: James Xiong, Deputy

CASE NO. CV-22-001931

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT

*[Filed Concurrently With Motion For
Preliminary Approval and Supporting
Declarations]*

Date: July 27, 2023

Time: 10:00 a.m.

Department: 23

Complaint Filed: April 29, 2022

1 This matter came on for hearing on July 27, 2023, in the above-entitled court, on
2 the Motion for Preliminary Approval of Class Action Settlement. Having fully reviewed and
3 considered the moving papers, and having analyzed the Class Action Settlement Agreement
4 (“Settlement Agreement”) between Plaintiff MARTHA PADILLA (“Plaintiff”) and Defendants
5 All In One Janitorial Services, Inc., and Goarette Marie Jarvis (“Defendants”) (collectively
6 “Parties”), attached to the Declaration of Daniel J. Bass as Exhibit “1” and incorporated by
7 reference in full and made a part of this Order, the Court **GRANTS** Plaintiff’s Motion for
8 Preliminary Approval of Class Action Settlement.

9 **THIS COURT HEREBY MAKES THE FOLLOWING ORDERS:**

10 1. This Court hereby preliminarily finds the proposed settlement as set forth in the
11 Settlement Agreement appears fair, reasonable, and adequate, and accordingly, the Court
12 preliminarily approves and incorporates the Settlement Agreement.

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

15 3. The revised Class Notice, attached hereto as Exhibit “A” is hereby approved.

16 4. The Court finds that the distribution of the Class Notice in the manner set forth in
17 the Settlement Agreement substantially meets the requirements of California law and due process,
18 is the best notice practicable under the circumstances, and shall constitute due and sufficient notice
19 to all persons entitled thereto.

20 5. Solely for the purposes of the proposed settlement, the following class is hereby
21 provisionally certified pursuant to the Settlement Agreement’s terms and conditions and pursuant
22 to California Code of Civil Procedure section 382 as follows:

23 The “Class” means all individuals employed by Defendant All In
24 One Janitorial Services, Inc., as a non-exempt employee in the state
25 of California at any time between April 20, 2018 and September 26,
26 2022.

26 6. Solely for the purposes of the proposed settlement, the Court does hereby
27 preliminarily approve Ronald W. Makarem, Samuel D. Almon, and Daniel J. Bass of Makarem &
28 Associates, APLC (“Plaintiff’s Counsel or Class Counsel”) as Class Counsel.

1 7. Solely for the purposes of the proposed settlement, the Court does hereby
2 preliminarily approve Plaintiff as Class Representative.

3 8. Solely for the purposes of the proposed settlement, the Court does hereby
4 preliminarily approve of and appoint CPT Group, Inc. ("CPT"), as the Parties' Settlement
5 Administrator, and approves of settlement administration costs of up to \$5,000.00.

6 9. The Court finds that the section of the Settlement Agreement regarding the
7 disposition of uncashed checks complies with California Code of Civil Procedure Section 384 by
8 providing that for any Class Member whose Individual Class Payment check or Individual PAGA
9 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
10 funds represented by such checks to the cy pres recipient CASA of Stanislaus County subject to
11 the requirements of California Code of Civil Procedure Section 384.

12 10. A final fairness hearing (the "Final Approval Hearing") shall be set on February 28,
13 2024, in Department 23 of this Court, to review the notice process and objections, if any, and to
14 determine whether the proposed settlement on the terms and conditions set forth in the Settlement
15 Agreement are fair, reasonable, and adequate, and should be approved by the Court; whether the
16 Judgment as provided in the Settlement Agreement should be entered into; and to determine the
17 amount of attorneys' fees and costs that should be awarded to Class Counsel and the amount of the
18 Service Award that should be awarded to the Representative Plaintiff. Counsel are to file their
19 motion for an order of final approval by February 6, 2024.

20 11. The Settlement Administrator shall supervise and administer the notice procedure
21 pursuant to the terms of the Settlement Agreement.

22 a. By no later than September 18, 2023 Defendants shall provide the Settlement
23 Administrator with a list of Class Members containing names, social security
24 numbers, last-known addresses and phone numbers, and the total number of pay
25 periods worked by each Class Member during the Class Period.

26 b. By no later than November 2, 2023 the Settlement Administrator shall
27 determine the number of pay periods for each Settlement Class Member and
28 will perform a national change of address search for each Class Member, update

1 the results based upon the search results, populate the data for the estimated
2 Individual Settlement Amount for each Settlement Class Member, and send
3 each Settlement Class Member the Class Notice via first-class, United States
4 mail.

5 c. December 18, 2023 will be the Response Deadline: Last date on which Class
6 Members may: 1) dispute Defendants' records of the number of pay periods
7 worked during the Class Period; 2) submit a written objection postmarked by
8 the Response Deadline; 3) submit a written Opt-Out postmarked by the
9 Response Deadline.

10 d. Any initial Class Notice mailed to a Settlement Class Member and returned as
11 having been undelivered by the U.S. Postal Service shall have an additional 14
12 days after initial mailing of Class Notice added to their Response Deadline.

13 12. In order to Opt-Out of the Class Settlement, the Settlement Class Member must
14 submit a letter or postcard to the Settlement Administrator by the Response Deadline. The Opt-
15 Out request must state the Settlement Class Member's name and address for correspondence and
16 identity verification purposes, signature, and should state words to the effect of, "I WISH TO BE
17 EXCLUDED FROM THE SETTLEMENT CLASS IN PADILLA V. ALL IN ONE JANITORIAL
18 SERVICES, INC. AND GOARETTE MARIE JARVIS" Absent a good cause finding by the
19 Court, any Opt-Out request that is not postmarked by the Response Deadline will be invalid.

20 13. Any Settlement Class Member who wishes to object to the Class Settlement should
21 submit a written objection to the Settlement Administrator no later than the Response Deadline.
22 All Class Member objections must include the Class Member's name, current address for
23 correspondence and identity verification purposes, provide each specific reason in support of the
24 objection, be signed by the Class Member, and be postmarked by the Response Deadline. Class
25 Members need not include legal arguments for their written objections to be considered. If an
26 objector also wishes to appear at the Final Approval and Fairness Hearing, in person or through an
27 attorney, he or she need not file a notice of intention to appear at the same time as the objection is
28 filed.

1 14. The Court's preliminary approval of the Settlement Agreement is not to be deemed
2 an admission of liability or fault by Defendant, or a finding as to the validity of any claims or
3 defenses asserted in the action.

4 15. The Court reserves the right to adjourn the date of the Final Approval Hearing
5 without further notice to the Class Members, and it will retain jurisdiction to consider all further
6 applications arising out of or connected with the proposed Settlement.

7 **IT IS SO ORDERED.**

8
9 Dated: 8/24/2023 , 2023



Judge of the Superior Court
John Freeland

EXHIBIT A

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 <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 December 18, 2023	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 <u>December 18, 2023</u>. 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 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.

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 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?

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 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 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 C

LAFFEY MATRIX

[History](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_L \frac{1}{2}$ Years Out of Law School $i_L \frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $i_L \frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_L \frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_L \frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $i_L \frac{1}{2}$ 4-7" on June 1, 1999, and tier $i_L \frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT D

MAKAREM & ASSOCIATES

A Professional Law Corporation

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Telephone (310) 312-0299 • Fax (310) 312-0296

www.makaremlaw.com

Invoice Date 1/29/2024

Invoice # 15640

Invoice submitted to:

Martha Padilla

In Reference To: Class action case: All N One Janitorial (Padilla)

Matter No.

Professional services rendered
through

January 29, 2024

Additional Charges :

Draft

	Amount
4/18/2022 Document access retrieval fee; Los Angeles Superior Court, receipt #1220418P.	1.00
4/29/2022 Filing fees for Complaint, Civil Case Cover Sheet, and Notice of Case Management Conference; One Legal, invoice #04039787.	1,494.06
5/6/2022 Filing fee for Notice of Acknowledgement of Receipts; One Legal, invoice #04057079.	16.57
6/30/2022 Fees for Asset Report and Comprehensive Business Report; Lexis Nexis, invoice #1528185-20220531.	23.87
7/18/2022 Mediation fees for 9/5/22 mediation; Mediation Offices of James (J.J.) Johnson.	2,875.00
8/11/2022 Filing fee for Case Management Conference Statement; One Legal invoice #04285124.	16.57
10/2/2022 Expert services fee split; Berger Consulting Group, Invoice #6859-2.	350.00
8/14/2023 One Legal inv. # 20991303 - Case Management Conference Statement	17.04
One Legal inv. # 20987516 - Stipulation and Order, Declaration, Proof of Service	37.78
One Legal inv. # 20991303 - Case Management Conference Statement	17.04
One Legal inv. # 20987516 - Stipulation and Order, Declaration, Proof of Service	37.78
8/24/2023 One Legal inv. # 21055493 - Proposed Order, Notice, Proof of Service	17.04
Total additional charges	\$4,903.75
Balance due	\$4,903.75

EXHIBIT E