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

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF STANISLAUS**

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

13 Plaintiffs,

14 vs.

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

18 Defendants.
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Case No.: CV-22-001931

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

*[Filed Concurrently With Motion For Final
Approval and Supportive Declarations]*

Date: February 28, 2024

Time: 8:30 a.m.

Department: 23

Complaint Filed: April 29, 2022

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

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

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

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

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

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

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

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

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1 States Constitution, due process and other applicable law. The Notice fairly and adequately
2 described the terms of the settlement and provided Class Members adequate instructions and a
3 variety of means to obtain additional information regarding the settlement to enter judgment
4 thereon.

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

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

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

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

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

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

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

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

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

3 14. The Court has found that Class Counsel's request for attorneys' fees in the amount
4 of \$17,500 falls within the range of reasonableness, and the result achieved justifies the award
5 sought. The requested fees are fair, reasonable, and appropriate, and are hereby approved. It is
6 hereby ordered and adjudged that the Settlement Administrator issue payment to Class Counsel of
7 \$17,500 to Makarem & Associates, APLC for attorneys' fees.

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

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

28 17. Additionally the Court hereby enters judgment by which, as of the Effective Date -

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

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

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

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

19 20. The Court has set a Final Compliance Hearing on _____, 2024 at __:____
20 __.m. in Department 23 of the above-entitled court for review and approval of a final compliance
21 status report due no later than five (5) court days in advance of the compliance hearing.

22 **IT IS SO ORDERED.**

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24 Dated: _____, 2024

25 _____
26 Honorable Judge of the Superior Court
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