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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.

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, 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 Class Notice, attached as Exhibit “A” to Exhibit “1” of the Declaration of
16 Daniel J. Bass, is hereby approved.

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

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

24 The “Class” means all individuals employed by Defendant All In
25 One Janitorial Services, Inc., as a non-exempt employee in the state
26 of California at any time between April 20, 2018 and September 26,
27 2022.
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1 6. Solely for the purposes of the proposed settlement, the Court does hereby
2 preliminarily approve Ronald W. Makarem, Samuel D. Almon, and Daniel J. Bass of Makarem &
3 Associates, APLC (“Plaintiff’s Counsel or Class Counsel”) as Class Counsel.

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

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

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

15 10. A final fairness hearing (the "Final Approval Hearing") shall be set on
16 _____, 2023, in Department 23 of this Court, to review the notice process and
17 objections, if any, and to determine whether the proposed settlement on the terms and conditions
18 set forth in the Settlement Agreement are fair, reasonable, and adequate, and should be approved
19 by the Court; whether the Judgment as provided in the Settlement Agreement should be entered
20 into; and to determine the amount of attorneys' fees and costs that should be awarded to Class
21 Counsel and the amount of the Service Award that should be awarded to the Representative
22 Plaintiff.

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

- 25 a. Within 30 days after the Preliminary Approval Date Defendants shall provide
26 the Settlement Administrator with a list of Class Members containing names,
27 social security numbers, last-known addresses and phone numbers, and the total
28 number of pay periods worked by each Class Member during the Class Period.

- b. Within 45 days following the Preliminary Approval Date the Settlement Administrator shall determine the number of pay periods for each Settlement Class Member and will perform a national change of address search for each Class Member, update the results based upon the search results, populate the data for the estimated Individual Settlement Amount for each Settlement Class Member, and send each Settlement Class Member the Class Notice via first-class, United States mail.
- c. 45 days after mailing Class Notice will be the Response Deadline: Last date on which Class Members may: 1) dispute Defendants' records of the number of pay periods worked during the Class Period; 2) submit a written objection postmarked by the Response Deadline; 3) submit a written Opt-Out postmarked by the Response Deadline.
- d. Any initial Class Notice mailed to a Settlement Class Member and returned as having been undelivered by the U.S. Postal Service shall have an additional 14 days after initial mailing of Class Notice added to their Response Deadline.

12. 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.

13. 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 considered. If an

1 objector also wishes to appear at the Final Approval and Fairness Hearing, in person or through an
2 attorney, he or she need not file a notice of intention to appear at the same time as the objection is
3 filed.

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

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

10 **IT IS SO ORDERED.**

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12 Dated: _____, 2023

13 Judge of the Superior Court
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