

Filed
June 9, 2026
Clerk of the Court
Superior Court of CA
County of Santa Clara
23CV423652
By: afloresca

6/9/2026 8:36:20 AM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

MARIA DEL CARMEN GARCIA,
individually and on behalf of all others
similarly situated,

PLAINTIFF,

v.

SOURCEONE BUILDING
MAINTENANCE, INC., a California
corporation; and DOES 1 through 50,
inclusive,

DEFENDANTS.

CASE NO.: 23CV423652
*Assigned for all purposes to the Honorable
Theodore C. Zayner; Dept. 19*

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

Action Filed: October 3, 2023
FAC Filed: October 30, 2023
Trial Date: Not set.

1 **[PROPOSED] ORDER**

2 The above-entitled action came on for hearing before the Honorable Theodore C. Zayner on June
3 3, 2026, at 1:30 p.m. in Department 19. The Court adopted its Tentative Ruling with modifications
4 pursuant to the stipulation of the parties.

5 This is a putative class and representative action arising from alleged wage and hour violations.
6 The parties have reached a settlement, and the Court has granted Plaintiff's motion for preliminary
7 approval of the settlement. Now before the Court is Plaintiff's unopposed motion for final approval of
8 the settlement. As discussed below, the Court GRANTS the motion and sets a compliance hearing for
9 March 3, 2027 at 2:30 p.m. in Department 11.

10 **I. Legal Standard**

11 "In general, questions whether a settlement was fair and reasonable, whether notice to the class
12 was adequate, whether certification of the class was proper, and whether the attorney fee award was
13 proper are matters addressed to the trial court's broad discretion." (Wershba v. Apple Computer, Inc.
14 (2001) 91 Cal.App.4th 224, 234-235, disapproved of on other grounds by Hernandez v. Restoration
15 Hardware, Inc. (2018) 4 Cal.5th 260.) The trial court is free to engage in a balancing and weighing of
16 factors depending on the circumstances of each case. (Id. at p. 245.) The most important factor is the
17 strength of the plaintiffs' case on the merits, balanced against the amount offered in settlement. (See
18 Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 130.

19 Labor Code section 2699, subdivision (l)(2) provides that "[t]he superior court shall review and
20 approve any settlement of any civil action filed pursuant to" the Private Attorneys General Act
21 ("PAGA"). The trial court must "determine independently whether a PAGA settlement is fair and
22 reasonable," to protect "the interests of the public and the LWDA in the enforcement of state labor
23 laws." (Moniz v. Adecco USA, Inc. (2021) 72 Cal.App.5th 56, 76- 77.) A PAGA settlement may be
24 substantially discounted, and courts often exercise their discretion to award PAGA penalties below the
25 statutory maximum. (Carrington v. Starbucks Corp. (2018) 30 Cal.App.5th 504, 529; Amaral v. Cintas
26 Corp. No. 2 (2008) 163 Cal.App.4th 1157, 1213.)

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1 **II. Terms and Administration of Settlement**

2 A. Provisions of the Settlement

3 This case has been settled on behalf of the following class:

4 [All] individuals who are or were employed by Defendant as non-exempt or hourly-
5 paid employees, who worked at least one shift in California during the Class Period
6 [October 3, 2019 to April 29, 2025].

7 (Declaration of Hengameh S. Safaei in support of Motion for Preliminary Approval, Ex. 1
8 (“Agreement”), ¶¶ 1.6, 1.12.) The settlement includes a subset PAGA class of Aggrieved Employees,
9 defined as: “[all] individuals who are or were employed by Defendant as nonexempt or hourly-paid
10 employees, who worked at least one shift in California from September 25, 2022, through the date of
11 Preliminary Approval of the Settlement.” (Id. at ¶ 1.5.)

12 Defendant will pay a gross settlement amount of \$446,319.07 pursuant to the settlement’s
13 escalator clause, and this amount includes: attorney fees of up to one-third of the gross settlement amount
14 (\$148,773.02); litigation costs not to exceed \$16,500; a PAGA allocation of \$40,000 (75 percent of
15 which will be paid to the LWDA and 25 percent of which will be paid to PAGA Employees as individual
16 PAGA payments); a service payment of \$5,000 to Plaintiff; and settlement administration costs up to
17 \$9,000. (Motion, p. 9; Agreement, ¶¶ 1.23, 3.1-3.2) The net settlement amount will be distributed to
18 participating class members on a prorata basis. (Agreement, ¶ 3.2.4.) The Agreement provides that
19 ILYM Group, Inc. (“ILYM”) will serve as settlement administrator. (Id. at ¶ 1.2.) The Court approves
20 and appoints ILYM as settlement administrator. The Agreement provides that any funds from uncashed
21 settlement checks will be transmitted to Legal Aid at Work, Worker’s Rights Clinic. (Id. at ¶ 4.3.3) The
22 Court approves the cy pres designation.

23 In exchange for the settlement, the class members agree to release Defendant and related entities
24 and persons from “all claims that were alleged, or reasonably could have been alleged, based on the
25 facts stated in the operative First Amended Complaint and PAGA Notice....” (Agreement, ¶ 6.2.)
26 Aggrieved Employees will be deemed to release Defendant and related entities and persons “from all
27 claims for PAGA penalties that were alleged or reasonably could have been alleged, based on the facts
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1 stated in the operative First Amended Complaint... .” (Id. at ¶ 6.3.) The release provisions are
2 appropriately tailored to the factual allegations of the operative pleading. (See *Amaro v. Anaheim Arena*
3 *Management, LLC* (2021) 69 Cal.App.5th 521, 538.)

4 5 **B. Administration of Settlement**

6 In its order granting Plaintiff’s motion for preliminary approval, the Court approved ILYM as
7 settlement administrator. On February 11, 2026, Defendant delivered class data to ILYM, with 522 Class
8 Members, 318 of whom are Aggrieved Employees. (Declaration of Garvin Brown of ILYM (“Brown
9 Decl.”) ¶ 5.) ILYM determined that the Agreement’s escalator clause was triggered such that the gross
10 settlement amount increased by \$26,819.07, from the original amount of \$419,500 to \$446,319.07. (Id.
11 at ¶ 7.) On March 3, 2026, ILYM mailed Class Notices to the 522 individuals on the Class List. (Id. at
12 ¶ 8 and Ex. A.)

13 The deadline to request an exclusion, submit a written objection, or submit a dispute was April
14 17, 2026. (Brown Decl., ¶¶ 12–14.) As of the date of Mr. Brown’s declaration, April 29, 2026, ILYM
15 had received zero requests for exclusion, zero objections, and zero workweek disputes. (Ibid.) ILYM
16 estimates the average individual payment will be approximately \$435.43. (Id. at ¶ 18.) The notice
17 process has now been completed. At preliminary approval, the Court found the settlement to be fair and
18 reasonable. Given that there are no objections, it finds no reason to deviate from that finding now.
19 Accordingly, the Court finds that the settlement is fair and reasonable for purposes of final approval.

20 **III. Service Award, Attorney Fees and Costs**

21 Plaintiff seeks a service award of \$5,000. Plaintiff has provided a declaration detailing her
22 participation in this litigation as well as the risks she undertook by being named as a plaintiff. She
23 explains that she has spent approximately 35 hours on activities such as gathering documents and
24 communicating with counsel. Having found that a service award is justified and the amount requested
25 is reasonable, the Court approves the service award in the amount requested.

26 Plaintiff’s counsel seeks an attorney fee award of \$148,773.02 (one third of the gross settlement
27 amount). (Memorandum, pp. 15:1–22:4; Declaration of Hengameh S. Safaei in Support of Motion for
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1 Final Approval (“Safaei Decl.”) ¶¶ 28–45.) Plaintiff’s counsel represents that the lodestar for this action
2 is \$164,000, based on 205 hours billed at \$800 per hour. (Safaei Decl., ¶ 37.) This results in a negative
3 multiplier. The benefits achieved by the settlement justify an award of attorney fees to class counsel.
4 The Court approves an attorney fee award in the requested amount of \$148,773.02. Plaintiff’s counsel
5 requests reimbursement of litigation costs in the amount of \$14,376.07 and they provide an itemized list
6 in support. (Memorandum, p. 22:5–10; Safaei Decl., ¶¶ 43–45 and Ex. 5.) The Court approves
7 reimbursement of litigation costs in the requested amount. Settlement administration costs are likewise
8 approved in the requested amount of \$8,750. (Brown Decl., ¶ 19.)

9 **IV. Conclusion**

10 The Court GRANTS the motion for final approval of the settlement and sets a compliance
11 hearing for March 3, 2027 at 2:30 p.m. in Department 11.

12 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

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14 DATED: June 8, 2026

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16 HONORABLE THEODORE C. ZAYNER
17 JUDGE OF THE SUPERIOR COURT
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PROOF OF SERVICE

At the time of service, I was over 18 years of age and not a party to this action. My business address is 12100 Wilshire Boulevard, 8th Floor, Los Angeles, California 90025.

On June 4, 2026, I served the following document(s): **[PROPOSED] ORDER GRANTING FINAL APPROVAL AND JUDGMENT** on the following person or persons:

Attorneys for Defendant SourceOne Building Maintenance, Inc.

FOX ROTHSCHILD LLP
JASMINE L. ANDERSON (SBN 252973)
JLAnderson@FoxRothschild.com
345 California Street, Suite 2200
San Francisco, California 94104-2670
Telephone: 415.364.5540
Facsimile: 415.391.4436

The documents were served by the following means:

BY ELECTRONIC TRANSMISSION. Based on an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the person(s) at the electronic service address(es) listed above.

BY OVERNIGHT DELIVERY. I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

BY FAX TRANSMISSION. Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax number(s) listed above. No error was reported by the fax machine that I used.

BY MESSENGER SERVICE. I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in the attached Proof of Service List and providing them to a professional messenger service for service.

BY UNITED STATES MAIL. I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in the attached Proof of Service List:

deposited the sealed envelope with the United States Postal Service, with the postage fully prepared.

placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

1 I am a resident of and employed in the county where the mailing occurred. The envelope or
2 package was placed in the mail at Los Angeles, California.

3 **BY PERSONAL SERVICE.** I personally delivered the documents to the persons at the addresses
4 listed in the attached Proof of Service List. (1) For a party represented by an attorney, delivery was
5 made (a) to the attorney personally; or (b) by leaving the documents at the attorney's office, in an
6 envelope or package clearly labeled to identify the attorney being served, with a receptionist or an
7 individual in charge of the office; or (c) if there was no person in the office with whom the notice or
8 papers could be left, by leaving them in a conspicuous place in the office between the hours of nine
9 in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving
10 the documents at the party's residence with some person not younger than 18 years of age between
11 the hours of eight in the morning and six in the evening.

12 I declare under penalty of perjury under the laws of the State of California, that to the best of
13 my knowledge that the foregoing is true and correct.

14 Executed on June 4, 2026 at Los Angeles, California.

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Hengameh S. Safaei