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Superior Court of CA  
County of Santa Clara  
21CV386241  
By: afloresca

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF SANTA CLARA**

11 MARIA VASQUEZ MADRIZ, individually,  
and on behalf of all others similarly situated,

Case No.: 21CV386241

12 *Plaintiff,*

*Assigned for all purposes to:*  
*Hon. Hon. Theodore C. Zayner*  
*Dept. 19*

14 v.

15 FULL SERVICE JANITORIAL, INC., a  
corporation; and DOES 1 through 10, inclusive,

**~~PROPOSED~~ JUDGMENT AND ORDER  
GRANTING PLAINTIFF’S MOTION FOR  
FINAL APPROVAL OF CLASS ACTION  
AND PAGA SETTLEMENT**

16 *Defendants*

**FINAL APPROVAL HEARING**

Date: November 5, 2025  
Time: 1:30 p.m.  
Dept.: 19

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20  
21 This matter came on for hearing on November 5, 2025 at 1:30 p.m., in Department 19 of  
22 the above-referenced Court on the Motion for Final Approval of Class Action and PAGA  
23 Settlement pursuant to California Rules of Court, Rule 3.769. On May 16, 2025, this Court  
24 issued an Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action  
25 Settlement. Plaintiff Maria Vasquez Madriz (“Plaintiff”) now seeks an order granting final  
26 approval of the Class Action and PAGA Settlement Agreement (“Settlement”), a copy of which  
27 is attached to the Declaration of Arrash T. Fattahi in Support of Plaintiff’s Motion for Final  
28 Approval of Class Action and PAGA Settlement as **Exhibit 1**.

1 Having received and considered the Settlement, the supporting papers filed by the  
2 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval  
3 of Class Action Settlement granted on May 16, 2025, and the instant Motion for Final Approval  
4 of Class Action and PAGA Settlement, the Court grants final approval of the Settlement and  
5 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

6 1. Pursuant to the Order Granting Plaintiff's Motion for Preliminary Approval of Class  
7 Action Settlement, the Class Notice was sent to each Class Member by First Class mail. These  
8 papers informed Class Members of the terms of the Settlement, their right to receive an Individual  
9 Settlement Payment, and their right to: (a) comment on or object to the Settlement; (b) request  
10 exclusion from the Settlement and pursue their own remedies; (c) dispute the calculation of their  
11 Individual Settlement Payment; and (d) appear at the final approval hearing. No Class Member has  
12 objected to the proposed Settlement, and one (1) Class Member has requested exclusion.

13 2. The Court finds and determines that this notice procedure afforded adequate protections  
14 to Class Members and provides the basis for the Court to make an informed decision regarding  
15 approval of the Settlement based on the responses of the Class. The Court finds and determines  
16 that the notice provided in this case was the best notice practicable, which satisfied the  
17 requirements of law and due process.

18 3. With respect to the Class and for purposes of approving this Settlement only, this Court  
19 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that  
20 joinder of all members is impracticable; (b) there are questions of law or fact common the class  
21 and a well-defined community of interest among members of the Class with respect to the subject  
22 matter of the action; (c) the claims of Class Representative Maria Vasquez Madriz are typical of  
23 the claims of the Class Members; (d) the Class Representative has fairly and adequately protected  
24 the interests of the Class; (e) a class action is superior to other available methods for an efficient  
25 adjudication of this controversy; and (f) counsel of record for the Class Representative are qualified  
26 to serve as Class Counsel.

27 4. The Court has certified a Class for settlement purposes only, defined as all current and  
28 former non-exempt employees of Defendant employed in California during the Class Period (from

1 August 26, 2017 through October 10, 2023). The Court deems this definition sufficient for  
2 purposes of California Rules of Court, Rule 3.765(a).

3 5. The Court hereby confirms Arrash T. Fattahi, Emily K. Borman, and Arman A. Salehi  
4 of Wilshire Law Firm, PLC as Class Counsel.

5 6. The Court hereby confirms Plaintiff Maria Vasquez Madriz as the Class Representative.

6 7. The Court finds and determines that the terms of the Settlement are fair, reasonable,  
7 and adequate, and directs the Parties to effectuate the Settlement according to its terms, having  
8 found that the Settlement was reached as a result of informed and non-collusive arm's length  
9 negotiations facilitated by a neutral mediator. The Court finds that the Parties conducted adequate  
10 investigation, research, and discovery, and that their attorneys were able to reasonably evaluate  
11 their respective positions. The Court also finds that the Settlement will enable the Parties to avoid  
12 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were  
13 to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of  
14 the Settlement and recognizes the significant value accorded to the Class.

15 8. The Court hereby approves that Defendant Full Service Janitorial, Inc. ("Defendant")  
16 shall pay a total of \$250,000.00 to resolve this litigation.

17 9. The Court finds and determines that the Individual Settlement Payments to be paid to  
18 Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court  
19 hereby gives final approval to and orders the payment of those amounts to be made to the  
20 Settlement Class Members in accordance with the Settlement.

21 10. From the Settlement Amount, the Court finds and determines that payment of  
22 \$20,000.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and  
23 Workforce Development Agency will receive 75% (\$15,000.00), and the remaining 25%  
24 (\$5,000.00) will be distributed to PAGA Members (defined as any individual who is or was  
25 employed by Defendant as a non-exempt employee in California at any time during the PAGA  
26 Period(August 26, 2020 through October 10, 2023), regardless of whether the Class Members  
27 submitted a valid Request for Exclusion or otherwise opted out of the Settlement). The Court  
28 hereby grants final approval to and orders the payment of the amount in accordance with the

1 Settlement. From the Settlement Amount, the Court finds and determines the Incentive Award of  
2 \$5,000.00 to the named Plaintiff is fair and reasonable. The Court hereby grants final approval to  
3 and orders the payment of that amount to be paid to the named Plaintiff for her service as a class  
4 representative and for his agreement to release claims.

5 11. From the Settlement Amount, the Court finds and determines that the fees and  
6 expenses in administering the Settlement incurred by ILYM Group, Inc. (“ILYM”) in the amount  
7 of \$5,995.00 are fair and reasonable. The Court hereby grants final approval to and orders the  
8 payment of that amount in accordance with the Settlement.

9 12. From the Settlement Amount, the Court hereby awards Class Counsel attorneys’ fees  
10 in the amount of \$ 83,333.33.00 and litigation costs in the amount of \$15,610.46. The Court hereby  
11 grants final approval to and orders the payment of those amounts in accordance with the  
12 Settlement.

13 13. Without affecting the finality of this Order or the entry of judgment in any way, this  
14 Court retains continuing jurisdiction of all matters relating to the implementation, interpretation,  
15 administration, effectuation and enforcement of this order and the Settlement.

16 14. Defendant shall not have any further liability for costs, expenses, interest, attorneys’  
17 fees, or for any other charge, expense, or liability, except as provided for by the Settlement.

18 15. Neither the making of this Settlement nor the entry into the Settlement constitutes an  
19 admission by Defendant, nor is this order a finding of the validity of any claims in this case or of  
20 any other wrongdoing. Further, the Settlement is not a concession and shall not be used as an  
21 admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken  
22 to carry out the terms of the Settlement be construed as an admission or concession by or against  
23 Defendant.

24 16. Upon completion of administration of the Settlement, the Settlement Administrator will  
25 provide written certification of such completion to the Court, which shall be filed with the Court  
26 seven (7) days before the non-appearance compliance hearing set for July 15, 2026 at 2:30 p.m.

1           17. The Court hereby enters final judgment in accordance with the terms of the Settlement,  
2 the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and  
3 this Order.

4           18. The Parties will bear their own costs and attorneys' fees except as otherwise provided  
5 by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

6  
7           **IT IS SO ORDERED.**

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9           Dated: \_\_\_ January 15, 2026 \_\_\_\_\_

  
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Honorable Theodore C. Zayner  
Judge of the Superior Court