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Attorneys for Plaintiffs Yrene Diaz and Yolanda Castro and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JOSE PASCUAL SALGADO; YRENE DIAZ,
individually, and on behalf of other members of
the general public similarly situated, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act; and
YOLANDA CASTRO, individually, and on
behalf of other members of the public similarly
situated,

Plaintiffs,

vs.

MACADI CLEANING CORPORATION, a
California corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 21STCV33823

Honorable Theresa M. Traber
Department 1

**DECLARATION OF ALEXANDRA ROSE
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
ATTORNEYS' FEES AND COSTS,
ENHANCEMENT PAYMENTS, AND
SETTLEMENT ADMINISTRATION
COSTS**

Date: September 2, 2026
Time: 10:30 a.m.
Dept: 1

Complaint Filed: September 14, 2021
FAC Filed: August 29, 2023
SAC Filed: October 16, 2025
Trial Date: Not Set

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1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a member of Blackstone Law, APC (“Class Counsel”), attorneys of record for Plaintiffs Yrene Diaz and Yolanda Castro (together, “Plaintiffs”). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

2. On August 4, 2021, former plaintiff Jose Pascual Salgado (“Former Plaintiff”) provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant Macadi Cleaning Corporation (“Defendant”) by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant.

4. On March 15, 2022, Former Plaintiff propounded written formal discovery onto Defendant, specifically Form Interrogatories – General (Set One), Special Interrogatories (Set One), Requests for Production (Set One), Requests for Admission (Set One), and Notice of Deposition of Defendant’s Person Most Knowledgeable and Request for Production of Documents.

6. On May 16, 2022, Defendant served its Objections and Responses to Former Plaintiff's first set of written formal discovery. On June 13, 2022, Former Plaintiff propounded Form Interrogatories – General (Set Two) onto Defendant.

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1 7. On June 17, 2022, the Belaire-West notice was mailed to an additional forty-five (45)
2 putative class members.

3 8. On July 15, 2022, Defendant served Former Plaintiff its Objections and Responses to
4 Former Plaintiff's Form Interrogatories – General (Set Two). On November 23, 2022, Defendant
5 served Former Plaintiff with its Supplemental Objections and Responses to Former Plaintiff's first set
6 of formal written discovery.

7 9. On May 2, 2023, Former Plaintiff and Defendant participated in mediation with the
8 Honorable Amy D. Hogue (Ret.), a respected mediator of complex wage and hour actions, which did
9 not result in a settlement at the time.

10 10. On July 14, 2023, Defendant filed an *Ex Parte* Application and supporting documents,
11 seeking the Court to enforce the terms of an individual settlement agreement with Former Plaintiff.

12 11. On July 17, 2023, Former Plaintiff filed a Motion for Leave to Amend Complaint to
13 Substitute Class and PAGA Representative and Request to Dismiss Individual Claims with Prejudice,
14 and supporting documents, along with a Response to Defendant's *Ex Parte* Application to Enforce
15 Settlement Agreement and supporting documents.

16 12. On July 17, 2023, Plaintiff Yrene Diaz ("Plaintiff Diaz") provided written notice to the
17 LWDA by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor
18 Code Section 2699.3, which, *inter alia*, informed the LWDA and Defendant that she intended to be
19 added to the Action ("PAGA Letter").

20 13. On August 9, 2023, Former Plaintiff filed an Opposition to Defendant's Motion to
21 Enforce Settlement Agreement and supporting documents. On August 9, 2023, Defendant filed its
22 Response in Opposition to [Former] Plaintiff's Motion to Amend and Substitute Class Representative
23 and supporting documents along with an Application to File Documents Under Seal. On August 15,
24 2023, Defendant filed its Reply in Support of Motion to Enforce Settlement Agreement.

25 14. On August 22, 2023, the Court held the hearing on [Former] Plaintiff's Motion for
26 Leave to Amend Complaint to Substitute Class and PAGA Representative and Request to Dismiss
27 Individual Claims with Prejudice and Defendant's Motion to Enforce Settlement Agreement and
28 Application to File Documents Under Seal. The Court granted the [Former] Plaintiff's Motion for

1 Leave to Amend, denied Defendant's Motion to Enforce Settlement Agreement, and denied
2 Defendant's Application to File Documents Under Seal.

3 15. On August 29, 2023, Former Plaintiff and Plaintiff Diaz filed a First Amended Class
4 Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act,
5 California Labor Code §§ 2698, Et Seq., which added Plaintiff Diaz as a named plaintiff in the Action.

6 16. On November 8, 2023, the Court entered an Order, which dismissed Former Plaintiff's
7 individual class and representative claims under PAGA without prejudice.

8 17. On May 28, 2024, Plaintiff Diaz and Plaintiff Yolanda Castro ("Plaintiff Castro"), and
9 Defendant (collectively, the "Parties") participated in mediation with Jonathan D. Andrews
10 ("Mediator"), a respected mediator of complex wage and hour actions, which did not result in a
11 settlement at the time.

12 18. On May 31, 2024, Plaintiff Diaz propounded Notices of Deposition onto Defendant.
13 On June 12, 2024, Defendant served its Objections to Plaintiff Diaz's Notices of Deposition. On July
14 29, 2024, Plaintiff Diaz propounded Amended Notices of Deposition onto Defendant and Requests
15 for Production. On August 22, 2024, Defendant served its Objections and Responses to Plaintiff
16 Diaz's Amended Notices of Deposition.

17 19. On August 28, 2024 and August 29, 2024, Blackstone Law, APC took the deposition
18 of Carla Lopez (Office Manager).

19 20. On September 3, 2024, Plaintiff Diaz served a Second Amended Notice of Deposition
20 onto Defendant.

21 21. On September 6, 2024, Blackstone Law, APC took the deposition of Marco Lopez-
22 Miller (General Manager and CEO).

23 22. On September 27, 2024, Defendant served Supplemental Responses to Plaintiff Diaz's
24 Requests for Production of Documents (Set Two). On February 14, 2025, Defendant served its Second
25 Supplemental Responses to Plaintiff Diaz's Requests for Production of Document (Set One).

26 23. On April 11, 2025, after further negotiations and with the assistance of the Mediator,
27 the Parties reached a settlement.

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1 24. On October 16, 2025, Plaintiffs filed a Second Amended Class Action Complaint for
2 Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code
3 §§ 2698, Et Seq. (“Operative Complaint”), which added Plaintiff Castro as a named plaintiff. The
4 Operative Complaint alleges nine (9) causes of action for violations of the California Labor Code for
5 failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal
6 periods and premium payments in leu thereof, failure to provide compliant rest periods and premium
7 payments in leu thereof, failure to timely pay wages upon termination, failure to issue accurate wage
8 statements, and failure to reimburse necessary business expenses, for violations of California Business
9 & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code
10 violations, and for civil penalties under PAGA based on the aforementioned California Labor Code
11 violations.

12 25. On November 18, 2025, the Parties executed the Joint Stipulation of Class Action and
13 PAGA Settlement (“Settlement” or “Settlement Agreement”). A true and correct copy of the
14 Settlement Agreement is attached hereto as **Exhibit 1**.

15 26. On December 11, 2025, Plaintiffs filed a Motion for Preliminary Approval of Class
16 Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. On
17 April 10, 2026, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA
18 Settlement (“Preliminary Approval Order”), thereby preliminary approving the terms of the Settlement
19 Agreement, the Notice of Class Action Settlement (“Class Notice”), and the proposed administration
20 procedures and associated deadlines. A true and correct copy of the Preliminary Approval Order is
21 attached hereto as **Exhibit 2**.

22 **Summary of the Terms of the Settlement Agreement**

23 27. By way of the Preliminary Approval Order, the Court certified the following Class for
24 settlement purposes only: The “Class” or “Class Members” collectively refers to the Non-Arbitration
25 Class Members and the Arbitration Class Members as follows:

- 26 a. “Non-Arbitration Class Members(s)” means all individuals who worked for Defendant
27 in California at any time during the Class Period who were classified as non-exempt
28 and who did not sign an arbitration agreement.

b. "Arbitration Class Member(s)" means all individuals who worked for Defendant in California at any time during the PAGA Period¹ who were classified as non-exempt and who signed an arbitration agreement.

The "Class Period" is defined as the period from September 14, 2017 through August 2, 2025. Even though Plaintiffs did not sign arbitration agreements, they can, for settlement purposes, represent both subclasses, including individuals who did sign arbitration agreements, because the alleged violations were the same for all employees regardless of whether they signed an arbitration agreement. The "Settlement Class Members" collectively refers to the Non-Arbitration Settlement Class Members and the Arbitration Settlement Class Members as follows:

c. "Non-Arbitration Settlement Class Members" are all Non-Arbitration Class Members who do not submit a timely and valid Request for Exclusion.

d. "Arbitration Settlement Class Members" are all Arbitration Class Members who do not submit a timely and valid Request for Exclusion.

The "Aggrieved Employees" consist of "all individuals who worked for Defendant in California at any time during the PAGA Period and who were classified as non-exempt, regardless of whether they signed an arbitration agreement." The "PAGA Period" is defined as the period from July 17, 2022 through August 2, 2025.

28. Based on the data provided by Defendant following preliminary approval and for purposes of administration of the Class Notice, I am informed that there are 511 Settlement Class Members who worked 21,867 Workweeks², which include:

a. 308 Non-Arbitration Settlement Class Members who worked 12,861 Non-Arbitration Workweeks; and

¹ Arbitration Class Members are defined as those who worked for Defendant during the PAGA Period rather than the Class Period because these individuals signed arbitration agreements that waived their class claims.

² "Workweeks" collectively refers to the Non-Arbitration Workweeks and the Arbitration Workweeks as follows:

(a) "Non-Arbitration Workweek(s)" means a week in which a Non-Arbitration Class Member performed work during the Class Period. Weeks in which a Non-Arbitration Class Member was employed but performed no work (i.e., was on sick leave, vacation, or other leave of absence) do not count as Non-Arbitration Workweeks. For purposes of settlement allocation, a Non-Arbitration Workweek counts as one (1).

(b) "Arbitration Workweek(s)" means a week in which an Arbitration Class Member performed work during the PAGA Period. Weeks in which an Arbitration Class Member was employed but performed no work (i.e., was on sick leave, vacation, or other leave of absence) do not count as Arbitration Workweeks. For purposes of settlement allocation, an Arbitration Workweek counts as 0.5, or one-half of a Non-Arbitration Workweek.

b. 203 Arbitration Settlement Class Members who worked 9,006 Arbitration Workweeks. Further, there are 264 Aggrieved Employees who worked 9,946 bi-weekly pay periods for Defendant during the PAGA Period (“PAGA Pay Periods”).

29. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00), which is exclusive of employer-side payroll taxes. The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of thirty-five (35%) of the Gross Settlement Amount, equaling One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00); (2) Class Counsel’s actual litigation costs and expenses, in the amount of Forty-Eight Thousand Six Hundred Eighty-Four Dollars and Ninety-Two Cents (\$48,684.92); (3) Settlement Administration Costs in the amount of Eight Thousand Nine Hundred Fifty Dollars and Zero Cents (\$8,950.00); (4) Enhancement Payments in the aggregate amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00); and (5) PAGA Amount in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00). After the above Court-approved amounts are deducted from the Gross Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount of approximately Two Hundred Forty-Nine Thousand Eight Hundred Sixty-Five Dollars and Eight Cents (\$249,865.08).

30. The Settlement does not require Settlement Class Members to submit claims as a prerequisite to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) nor does it require Aggrieved Employees to submit claims as a prerequisite to receiving their *pro rata* share of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”). Individual Settlement Shares are calculated by the Settlement Administrator as follows:

- a. For Non-Arbitration Settlement Class Members, the Settlement Administrator will divide the final Net Settlement Amount by the Non-Arbitration Workweeks of all Non-Arbitration Settlement Class Members to yield the “Final Non-Arbitration Workweek Value,” and multiply each Non-Arbitration Settlement Class Member’s individual Non-Arbitration Workweeks by the Final Non-Arbitration Workweek Value. Each Non-Arbitration Workweek counts as one (1).

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b. For Arbitration Settlement Class Members, the Settlement Administrator will divide the final Net Settlement Amount by the Arbitration Workweeks of all Arbitration Settlement Class Members to yield the “Final Arbitration Workweek Value,” and multiply each Arbitration Settlement Class Member’s individual Arbitration Workweeks by the Final Arbitration Workweek Value. Each Arbitration Workweek counts as 0.5.

The Parties allocated each Non-Arbitration Workweek a value of one (1) and each Arbitration Workweek a value of 0.5. The allocation of a Non-Arbitration Workweek reflects Defendant’s bi-weekly pay structure and aligns the Non-Arbitration Settlement Class Members’ payments with the amounts that would have been available under PAGA. The allocation is fair to both categories of Class Members because it accounts for the comparatively lower potential value of claims held by individuals who signed arbitration agreements.

Individual PAGA Payments are calculated by the Settlement Administrator by dividing the amount of the Aggrieved Employees’ twenty-five percent (25%) share of the PAGA Amount (\$2,500.00) by the PAGA Pay Periods of all Aggrieved Employees to yield the “PAGA Pay Period Value,” and multiplying each Aggrieved Employee’s individual PAGA Pay Periods by the PAGA Pay Period Value.

31. I am aware from my review of the information provided by the Settlement Administrator that the estimated average gross Individual Settlement Share is \$466.83, the estimated highest gross Individual Settlement Share is \$4,014.56, and the estimated lowest gross Individual Settlement Share is \$10.91; the estimated average Individual PAGA Payment is \$9.47, the estimated highest Individual PAGA Payment is \$20.11, and the estimated lowest Individual PAGA Payment is \$0.25.

32. Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect

1 to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class
2 Members for their net payment of their Individual Settlement Share (“Individual Settlement
3 Payment”). The employer’s share of taxes and contributions in connection with the wages portion of
4 Individual Settlement Shares will be paid by Defendant separately and in addition to the Gross
5 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
6 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

7 33. Defendant shall pay the Gross Settlement Amount in thirteen (13) installments³ as
8 follows:

9 a. Initial Payment: No later than seven (7) calendar days after Final Approval, Defendant will
10 deposit Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) of the Gross
11 Settlement Amount and the Employer Taxes into a Qualified Settlement Fund (“QSF”)
12 within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by
13 the Settlement Administrator.

14 b. Installment Payment(s): The remainder of the Gross Settlement Amount shall be paid in
15 twelve (12) equal payments for twelve (12) months thereafter until the Gross Settlement
16 Amount has been fully paid. The first of the twelve (12) Installment Payments shall be
17 paid by the 5th day of the calendar month following the Initial Payment but not sooner than
18 thirty (30) calendar days after the Initial Payment or, if appealed, the 5th day of the calendar
19 month following the date the appeal is finally resolved, but no sooner than thirty (30)
20 calendar days after the appeal is resolved.

21 c. If an appeal is filed, then the Initial Payment and the Employer Taxes shall be placed in an
22 interest-bearing account by the Settlement Administrator, and interest will accrue and be
23 credited toward the next Installment Payment(s). Defendant will not be responsible for
24 any further Installment Payments until all appeals are resolved.

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28 ³ At the hearing on the Motion for Preliminary Approval, Defendant’s counsel represented that Defendant has been setting
aside funds since the settlement was reached and confirmed that, as a result, Defendant will be able to make the required
payments on time.

d. Any failure by Defendant to timely pay the Initial Payment or any Installment Payment shall be an event of default. Within three (3) business days of any default, the Settlement Administrator shall email counsel for both Parties notifying them of any default (the “Default Notice”). Defendant shall have no more than ten (10) business days from the date of the Default Notice to cure the default. Any default that is not cured by the 15th business day from the date of the Default Notice shall entitle Plaintiffs to move ex parte to have all remaining unpaid Installment Payment(s) immediately accelerated and judgment entered against Defendant for the remaining unpaid Installment Payment(s).

34. Distribution of the Gross Settlement shall be made as follows:

a. Within five (5) business days of the funding of the Initial Payment and Effective Date, the Settlement Administrator will issue half of the Individual Settlement Payments to Settlement Class Members, half of the Individual PAGA Payments to Aggrieved Employees, half of the LWDA Payment to the LWDA, half of the Enhancement Payments to Plaintiffs, half of the Attorneys’ Fees and Costs to Class Counsel, and half of the Settlement Administration Costs to itself. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities.

b. Within five (5) business days of the funding of the last Installment Payment, the Settlement Administrator will issue the remaining half of the Individual Settlement Payments to Settlement Class Members, remaining half of the Individual PAGA Payments to Aggrieved Employees, remaining half of the LWDA Payment to the LWDA, remaining half of the Enhancement Payments to Plaintiffs, remaining half of the Attorneys’ Fees and Costs to Class Counsel, and remaining half of the Settlement Administration Costs to itself.

35. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State of California’s Unclaimed Property Division in the name of the Settlement Class Member and/or Aggrieved Employee.

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1 40. Although the investigation and information discovered supports Plaintiffs' contentions,
2 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on
3 a class-wide basis. Consideration of these risks factored into the decision to enter the Settlement. First
4 and foremost, Defendant contended that many of the putative class members signed valid and
5 enforceable arbitration agreements, which affected the putative class size. The arbitration agreements
6 presented significant challenges to class certification, as well as the overall value of Plaintiffs' claims.

7 41. Class Counsel is aware of Defendant's defenses and arguments and has also taken into
8 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
9 inherent in such litigation, including those involved in class and/or representative adjudication.
10 Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted
11 in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary
12 recovery. Plaintiffs have also considered the Parties' settlement discussions, as well as the evaluations
13 of the mediators, who are experienced and well-regarded in complex labor and employment matters.

14 42. Defendant denied and continues to deny any liability and wrongdoing of any kind
15 associated with the claims alleged in the Action, and further denies that class certification is
16 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
17 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiffs'
18 claims. Defendant contended that Plaintiffs' claims are not suitable for class certification because
19 individual issues would predominate should this case go to trial. As with all class actions, these
20 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
21 that the Court may deny class certification.

22 43. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
23 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
24 extremely uncertain proposition. In order to prove liability and damages, Class Counsel would need
25 to request and analyze thousands of pages of documents, obtain the Class Members' contact
26 information, contact them, and obtain declarations at great expense. Obtaining the cooperation of
27 current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
28 against a current employer. On the other hand, Defendant would likely be able to obtain the

1 cooperation of its employees. Moreover, even if Plaintiffs prevailed at class certification and trial,
2 possible appeals would substantially delay any recovery by the Class.

3 44. Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate.
4 The Settlement is in the best interest of the Class Members, the Aggrieved Employees, and the State
5 of California, and is within the accepted range of recoveries for this type of litigation given the inherent
6 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
7 litigation.

8 *Attorneys' Fees and Costs*

9 45. Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e.,
10 \$175,000.00) for fees for the time spent litigating this matter and reimbursement of actual costs and
11 expenses totaling Forty-Eight Thousand Six Hundred Eighty-Four Dollars and Ninety-Two Cents
12 (\$48,684.92). The requested fees and costs are fair compensation for undertaking complex, risky,
13 expensive, and time-consuming litigation on a contingent fee basis, especially in light of the
14 substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee
15 award is summarily addressed as follows but is more fully discussed in Plaintiffs' Motion for Final
16 Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payments,
17 and Settlement Administration Costs ("Motion for Final Approval") filed concurrently herewith.

18 46. The effectiveness of Blackstone Law, APC's ("Blackstone") prosecution of this matter
19 has translated into tangible monetary benefits for the Settlement Class Members, the State of
20 California, and the Aggrieved Employees as follows: (1) Settlement Class Members, the State of
21 California, and the Aggrieved Employees will obtain monetary recovery over a relatively short period
22 of time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a
23 guaranteed result that compares favorably with other similar class action settlements of this type, given
24 the strengths and weaknesses of the Action; and (3) significant savings in Class Counsel's fees and/or
25 costs that would have only increased significantly had the Action progressed through trial and/or
26 appeals.

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1 47. In the present case, Class Counsel has borne all of the risks and costs of litigation and
2 will not receive any compensation until recovery is obtained. Class Counsel had to consider its
3 workload during this litigation when considering taking on additional work that was available, and
4 which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class
5 Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a
6 favorable result for the Class, the State of California, and the Aggrieved Employees. Considering the
7 amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling
8 similar matters, Plaintiffs maintain that the requested attorneys' fees of thirty-five percent (35%) of
9 the Gross Settlement Amount (i.e., \$175,000.00) are reasonable and should be awarded.

10 48. Blackstone was started in February 2018, representing plaintiffs in individual and
11 representative employment litigation. The firm has grown exponentially over the past eight-plus years,
12 now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor and
13 employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm focused
14 on other complex general litigation matters. Blackstone has been counsel of record on several class
15 and PAGA actions that have since been resolved, the most recent of which are attached hereto as
16 **Exhibit 3**. The attorneys who worked on this case are all experienced in litigating wage and hour
17 matters as follows:

18 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from
19 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During
20 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in
21 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an
22 associate and remained employed there from September 2008 through August 2015. During his
23 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from
24 employment, corporate, entertainment, and general business litigation matters, though his primary area
25 of expertise was employment, both single plaintiff and representative actions. On the vast majority of
26 those cases, he was the only or primary attorney managing the case and thus obtained extensive
27 experience. In that capacity, he conducted wage and hour and wrongful termination labor and
28 employment intakes; was the primary contact for all clients; took and defended hundreds (if not

1 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
2 motions and pleadings, including dispositive and certification motions; strategized on all cases;
3 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
4 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
5 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
6 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
7 the cases he managed were highly publicized, with articles written about them in the Los Angeles
8 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
9 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,
10 which is well within the prevailing rate for attorneys with his experience in this area of practice in
11 Southern California.

12 b. Miriam L. Schimmel is a 29-year litigator who joined Blackstone in June 2022,
13 following ten years of working with two well-known plaintiff-side wage and hour law firms in Los
14 Angeles. She obtained her Bachelor of Arts degree in Political Science from the University of
15 California at Los Angeles in 1992. Thereafter, she received her law degree from Loyola Law School
16 in 1996 and was admitted to the California State Bar in December 1996. Since her admission to the
17 Bar, she has devoted her practice to a wide variety of litigation matters on both the plaintiff and defense
18 side, including general business, toxic tort, medical device, and pharmaceutical matters. Since 2010,
19 her practice has been devoted almost entirely to employment litigation consisting of wage and hour
20 class actions and representative actions pursuant to PAGA, as well as individual actions based on
21 violations of the Fair Employment and Housing Act ("FEHA"). Approximately 75% of her work in
22 this regard has been on behalf of employees (plaintiffs), while the remaining 25% was on behalf of
23 employers/businesses. On many of those cases, she was the senior lead attorney managing the
24 litigation and overseeing other attorneys. In that capacity, she obtained extensive experience analyzing
25 potential wage and hour and wrongful termination claims for viability; took and defended hundreds of
26 depositions; propounded and responded to discovery; prepared and opposed a wide variety of motions
27 and pleadings, including dispositive and certification motions, as well as settlement approval motions;
28 strategized on all cases; participated in and directed communication with class members; attended

1 hearings; led and participated in mediations; coordinated with class action administrators; prepared
2 and worked with experts; and engaged in all other related aspects of litigation in state, federal,
3 complex, and appellate courts. Her billable rate is \$1,075, which is well within the prevailing rate for
4 attorneys with her experience in this area of practice in Southern California.

5 c. Joana Fang is a highly skilled nine-year lawyer who is part of the team at Blackstone
6 that litigated this matter. She is a 2015 graduate of Loyola Law School, and a 2011 graduate of
7 University of California, Berkeley where she was a double major in Legal Studies and Media Studies.
8 Since passing the Bar, Ms. Fang has exclusively represented plaintiffs in wage and hour litigation, as
9 well as catastrophic injury complex litigation. She is admitted to the State of California, all federal
10 district courts of California, and the U.S. Court of Appeals for the 9th Circuit. She was most recently
11 recognized as a 2025 Southern California Rising Star by Super Lawyers. Her hourly rate of \$750 is
12 reasonable based on her education and experience and is in line with the market rate.

13 d. I joined Blackstone from a highly reputable employment law firm. I graduated from
14 the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and from New
15 England Law | Boston with a Juris Doctor degree in 2019. I was admitted to the State Bar of California
16 in December of 2019 and the State Bars of New York and New Jersey in 2023. I am additionally
17 licensed in all federal district courts of California. I manage the post-settlement department at
18 Blackstone. In that capacity, I oversee and handle over 100 wage-and-hour putative class actions
19 and/or representative actions under PAGA that are in settlement. My hourly rate of \$750 is reasonable
20 based on my education and experience and is in line with the market rate.

21 e. Jasmine Y. Kianfard recently joined Blackstone. She received her Bachelor of Arts
22 degree from California State University, Fullerton in 2015, her Master of Journalism from University
23 of Southern California, Los Angeles in 2016, and Juris Doctor degree from Chapman University Dale
24 E. Fowler School of Law in 2021. She was admitted to the State Bar of California in 2023. Her hourly
25 rate of \$550 is reasonable based on her education and experience and is in line with the market rate.

26 f. Lizeth Marin joined Blackstone from a highly reputable employment law firm. She
27 graduated from the University of Oregon with a Bachelor of Science degree in 2015 and from Lewis
28 & Clark Law School (Lewis & Clark) with a Juris Doctor degree in 2018. While at Lewis & Clark,

she was an Associate Editor on Environmental Law Review. She was admitted to practice in the State of Oregon in 2018 and was admitted to practice in California in 2025. Since 2019, she has exclusively worked on employment law matters, handling both individual and class action cases. Her hourly rate of \$675 is reasonable based on her education and experience and is in line with the market rate.

49. Class Counsel has spent approximately 458.90 total hours litigating this matter. To date, our total fees incurred amount to \$426,358. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the clients and defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings, formal and informal discovery requests, and joint statements; taking depositions; reviewing documents; preparing for and attending mediations; and facilitating the settlement by drafting the settlement documents and motion papers for obtaining settlement approval. One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind of class action work requires specialized learning and the willingness to take large risks. A summary of Class Counsel's lodestar for each attorney who worked on this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	53.40	\$1,295	\$69,153
Miriam L. Schimmel	Senior Counsel	175.60	\$1,075	\$188,770
Joana Fang	Senior Associate	136.70	\$750	\$102,525
Alexandra Rose	Senior Associate	65.50	\$750	\$49,125

Jasmine Kianfard	Associate Attorney	15.30	\$550	\$8,415
Lizeth Marin	Associate Attorney	12.40	\$675	\$8,370

50. We expect to spend an additional 10 hours (\$7,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our clients, and Class Members. Based thereon, the total amount of Class Counsel's fees through closure of this case are estimated to be approximately \$433,858.

51. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00). Class Counsel seeks reimbursement of a total of Forty-Eight Thousand Six Hundred Eighty-Four Dollars and Ninety-Two Cents (\$48,684.92) in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and expenses is attached hereto as **Exhibit 4**. This amount was reasonable and necessary in the prosecution of this matter.

52. The requested award of Attorneys' Fees and Costs was included and set forth clearly in the Class Notice provided to the Class Members.

Enhancement Payments

53. As part of the Settlement Agreement, Plaintiffs are requesting reasonable Enhancement Payments in the aggregate amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), of which Five Thousand Dollars and Zero Cents (\$5,000.00) is to Plaintiff Diaz and Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) is to Plaintiff Castro. The requested Enhancement Payments are eminently reasonable given the time and effort Plaintiffs spent on this matter, and the benefit to the other Class Members as a result of Plaintiffs' actions. Enhancement awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher. The Declarations of Plaintiff Yrene Diaz and Plaintiff Yolanda Castro submitted herewith details their work and efforts in bringing and litigating this matter through resolution and support the requested Enhancement Payments. The requested Enhancement Payments were also disclosed in the Class Notice provided to the Class Members.

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Settlement Administration Costs

54. In Plaintiffs' Motion for Preliminary Approval, Plaintiffs requested, and the Court approved, Settlement Administration Costs not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). ILYM Group, Inc., the approved Settlement Administrator, provided Class Counsel with its quote stating that its cost to administer the Settlement is Eight Thousand Nine Hundred Fifty Dollars and Zero Cents (\$8,950.00).

Allocation to the LWDA

55. As part of the Settlement, Defendant has agreed to pay Ten Thousand Dollars and Zero Cents (\$10,000.00) to settle the claims of the Aggrieved Employees brought pursuant to PAGA, of which the payment of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (75% of the PAGA Amount) will be paid to the LDWA for education and enforcement purposes.

56. It is extremely common in approved wage and hour class action cases that settle that only a small portion of the total settlement is paid to PAGA penalties "in order to maximize payments to class members." (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here, in these approved settlements, the parties generally maximized statutory penalties and minimized PAGA penalties to focus on claims to the class members, the persons who actually suffered the California Labor Code violations.

Notice to the Class

57. The Class Notice approved by the Court met the requirements for proper notice of settlement to a class: it identified the Parties and described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payments to Plaintiffs, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys' Fees and Costs to Class Counsel. The Class Notice described the proposed Settlement with enough specificity to allow each Class Member to make an informed choice whether to accept and participate in it. It also explained how and when Class Members may object to or opt out of the Class Settlement. Finally, the Class Notice provided the date and time of the hearing on final approval of the Settlement and informed Class Members how to obtain additional information about the Settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 3, 2026, at Jersey City, New Jersey.


Alexandra Rose

EXHIBIT 1

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiffs Yrene Diaz (“Plaintiff
4 Diaz”) and Yolanda Castro (“Plaintiff Castro”) (together, “Plaintiffs” or “Class Representatives”),
5 individually, and on behalf of all others similarly situated and on behalf of the State of California with
6 respect to aggrieved employees, and Defendant Macadi Cleaning Corporation (“Defendant”)
7 (collectively, Plaintiffs and Defendant are referred to as “Parties” and individually as “Party”).

8 This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as
9 defined herein), the State of California as to the employment of Aggrieved Employees (as defined
10 herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

11 **RECITALS**

12 1. On August 4, 2021, former plaintiff Jose Pascual Salgado (“Former Plaintiff”) provided
13 written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission
14 and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the
15 specific provisions of the California Labor Code alleged to have been violated by Defendant.

16 2. On September 14, 2021, Former Plaintiff filed a Class Action Complaint for Damages
17 and Enforcement Action under the Private Attorneys General Act, California Labor Code §§ 2698, Et
18 Seq. against Defendant in the action that is currently entitled *Yrene Diaz, et al. v. Macadi Cleaning*
19 *Corporation*, Los Angeles County Superior Court Case No. 21STCV33823 (“Action”).

20 3. On May 2, 2023, Former Plaintiff and Defendant participated in mediation with Hon.
21 Amy D. Hogue (Ret.), a respected mediator of complex wage and hour actions, which did not result
22 in a settlement at that time.

23 4. On July 17, 2023, Plaintiff Diaz provided written notice to the LWDA by online
24 submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section
25 2699.3, which, *inter alia*, informed the LWDA and Defendant that she intended to be added to the
26 Action (“PAGA Letter”).

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1 5. On August 29, 2023, Former Plaintiff and Plaintiff Diaz filed a First Amended Class
2 Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act,
3 California Labor Code §§ 2698, Et Seq., which added Plaintiff Diaz as a named plaintiff in the Action.

4 6. On November 8, 2023, the Court entered an Order, which dismissed Former Plaintiff's
5 individual class and representative claims under the Private Attorneys General Act of 2004 ("PAGA")
6 without prejudice.

7 7. On May 28, 2024, Plaintiffs and Defendant (together, the "Parties") participated in
8 mediation with Jonathan D. Andrews (the "Mediator"), a respected mediator of complex wage and
9 hour actions, which did not result in a settlement at that time.

10 8. On April 11, 2025, after further negotiations and with the assistance of the Mediator,
11 the Parties reached the settlement that is memorialized herein.

12 9. The Parties agree that Plaintiffs will file a Second Amended Class Action Complaint
13 for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor
14 Code §§ 2698, Et Seq. ("Operative Complaint"), which will add Plaintiff Castro as a named plaintiff.

15 10. The Operative Complaint alleges nine (9) causes of action for violations of the
16 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to
17 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
18 rest periods and premium payments in lieu thereof, failure to timely pay wages upon termination,
19 failure to issue accurate wage statements, and failure to reimburse necessary business expenses, for
20 violations of California Business & Professions Code Section 17200, *et seq.* based on the
21 aforementioned California Labor Code violations, and for civil penalties under PAGA based on the
22 aforementioned California Labor Code violations.

23 11. Defendant denies all material allegations set forth in the Action and has asserted
24 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
25 Defendant desires to fully and finally settle the Action, Released Class Claims (as defined herein), and
26 Released PAGA Claims (as defined herein).

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12. Class Counsel diligently investigated the class and PAGA claims against Defendant, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of corporate policies and practices. The Parties have engaged in sufficient formal and informal discovery and investigation to assess the relative merits of the claims and contentions of the Parties.

13. The Parties' settlement discussions were conducted at arms' length, and the Settlement is the result of an informed and detailed analysis of Defendant's potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on Class Counsel's investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and Aggrieved Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

14. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

15. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. "Aggrieved Employees" means all individuals who worked for Defendant in California at any time during the PAGA Period and who were classified as non-exempt, regardless of whether they signed an arbitration agreement.

b. "Aggrieved Employee Amount" means the amount of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00), i.e., 25% of the PAGA Amount, to be distributed to Aggrieved Employees on a *pro rata* basis based on their PAGA Pay Periods.

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1 c. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for
2 Class Counsel's litigation and resolution of the Action and all actual costs and expenses incurred and
3 to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 18.

4 d. "Class" or "Class Member(s)" collectively refers to the Non-Arbitration Class
5 Members and the Arbitration Class Members:

6 a. "Non-Arbitration Class Member(s)" means all individuals who worked for
7 Defendant in California at any time during the Class Period who were classified as
8 non-exempt and who did not sign an arbitration agreement.

9 b. "Arbitration Class Member(s)" means all individuals who worked for Defendant
10 in California at any time during the PAGA Period who were classified as non-
11 exempt and who signed an arbitration agreement.

12 e. "Class Counsel" means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang,
13 Alexandra Rose, and Jasmine Y. Kianfard of Blackstone Law, APC, who will seek to be appointed
14 counsel for the Class.

15 f. "Class List" means a complete list of all Class Members that Defendant will
16 diligently and in good faith compile from its records and provide to the Settlement Administrator. The
17 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following
18 information for each Class Member and Aggrieved Employee: (1) full name; (2) last known mailing
19 address; (3) Social Security number; (4) number of Non-Arbitration Workweeks; (5) number of
20 Arbitration Workweeks; (6) and number of PAGA Pay Periods.

21 g. "Class Notice" means the Notice of Class Action Settlement, substantially in
22 the form attached hereto as "**Exhibit A**."

23 h. "Class Period" means the period from September 14, 2017 through August 2,
24 2025.

25 i. "Class Settlement" means the settlement and resolution of all Released Class
26 Claims.

27 j. "Court" means the Superior Court of the State of California for the County of
28 Los Angeles.

1 k. “Defendant’s Counsel” means Kenneth D. Sulzer of Constangy, Brooks, Smith
2 & Prophete, LLP.

3 l. “Dispute” means a letter submitted by a Class Member and/or Aggrieved
4 Employee disputing the number of Workweeks and/or PAGA Pay Periods which have been credited
5 to them, which must: (a) contain the case name and number of the Action; (b) contain the Class
6 Member’s and/or Aggrieved Employee’s full name, signature, address, telephone number, and the last
7 four (4) digits of the Class Member’s and/or Aggrieved Employee’s Social Security number; (c)
8 clearly state that the Class Member and/or Aggrieved Employee disputes the number of Workweeks
9 and/or PAGA Pay Periods credited to the Class Member and/or Aggrieved Employee and what the
10 Class Member and/or Aggrieved Employee contends is the correct number; and (d) be returned by
11 mail to the Settlement Administrator at the specified address, postmarked on or before the Response
12 Deadline.

13 m. “Effective Date” means the following: (i) sixty-five (65) calendar days after the
14 Court enters the Final Approval Order and Judgment; or (ii) if any appeal, writ, or other appellate
15 proceeding opposing the Final Approval Order and Judgment has been filed, five (5) business days
16 after any appeal, writ, or other appellate proceedings opposing the Settlement have been finally and
17 conclusively dismissed with no right to pursue further judicial remedies or relief.

18 n. “Employer Taxes” means the employer’s share of taxes and contributions in
19 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
20 in addition to the Gross Settlement Amount.

21 o. “Enhancement Payment(s)” means the amounts to be paid to Plaintiffs, in
22 recognition of their effort and work in prosecuting the Action on behalf of Class Members and
23 Aggrieved Employees, and general release of claims, as set forth in Paragraph 19.

24 p. “Final Approval” means the determination by the Court that the Settlement is
25 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

26 q. “Final Approval Hearing” means the hearing at which the Court will consider
27 and determine whether the Settlement should be granted Final Approval.

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1 r. “Final Approval Order and Judgment” means the order granting final approval
2 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
3 Parties, and subject to approval by the Court.

4 s. “Gross Settlement Amount” means the amount of Five Hundred Thousand
5 Dollars and Zero Cents (\$500,000.00) to be paid by Defendant in full satisfaction of the Action,
6 Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs,
7 Enhancement Payments, PAGA Amount, Settlement Administration Costs, and Net Settlement
8 Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes
9 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
10 reversionary; no portion of the Gross Settlement Payment will return to Defendant.

11 t. “Individual PAGA Payment” means the *pro rata* share of the Aggrieved
12 Employee Amount that an Aggrieved Employee may be eligible to receive under the PAGA
13 Settlement, to be calculated in accordance with Paragraph 24.

14 u. “Individual Settlement Payment” means the net payment of each Settlement
15 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
16 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
17 Paragraph 25.

18 v. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
19 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
20 in accordance with Paragraph 23.

21 w. “LWDA Payment” means the amount of Seven Thousand Five Hundred Dollars
22 and Zero Cents (\$7,500.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the
23 LWDA under the PAGA Settlement, as set forth in Paragraph 20.

24 x. “Net Settlement Amount” means the portion of the Gross Settlement Amount
25 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
26 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, and
27 Settlement Administration Costs.

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1 y. “Notice of Objection” means a Settlement Class Member’s written objection to
2 the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the
3 objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s
4 Social Security number; (c) contain a written statement of all grounds for the objection accompanied
5 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents
6 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the
7 specified address, postmarked on or before the Response Deadline.

8 z. “PAGA Amount” means the allocation of Ten Thousand Dollars and Zero
9 Cents (\$10,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five
10 percent (75%) of the PAGA Amount, or \$7,500.00, will be paid to the LWDA (i.e., the LWDA
11 Payment) and the remaining twenty-five percent (25%), or \$2,500.00, will be distributed to the
12 Aggrieved Employees (i.e., the Aggrieved Employee Amount).

13 aa. “PAGA Period” means the period from July 17, 2022 through August 2, 2025.

14 bb. “PAGA Settlement” means the settlement and resolution of all Released PAGA
15 Claims.

16 cc. “PAGA Pay Period(s)” means a bi-weekly pay period during which an
17 Aggrieved Employee performed work during the PAGA Period. Pay periods in which an Aggrieved
18 Employee was employed but performed no work (i.e., was on sick leave, vacation, or other leave of
19 absence) do not count as PAGA Pay Periods.

20 dd. “Preliminary Approval” means the date on which the Court enters the
21 Preliminary Approval Order.

22 ee. “Preliminary Approval Order” means the order granting preliminary approval
23 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
24 the Court.

25 ff. “Released Class Claims” means any and all causes of action, claims, rights,
26 statutory damages, penalties, liabilities, expenses, and losses against the Released Parties, arising out
27 of the claims pled in the Operative Complaint (i.e., California Labor Code §§ 201, 202, 203, 204, 226,
28 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and Business & Professions Code

§§ 17200, *et seq.* based on alleged violations of these California Labor Code provisions) and all other potential claims reasonably related to or arising out of the same set of facts pled in the Operative Complaint, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law. The Released Class Claims do not include claims for unemployment, workers compensation, wrongful termination, disability, race, gender or other discrimination, social security, vested benefits, or claims based on facts outside of the Class Period.

gg. “Released PAGA Claims” means any and all claims for civil penalties under PAGA arising during the PAGA Period based on the California Labor Code violations alleged in the PAGA Letter, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Letter, as well as any claims brought under the PAGA in the Operative Complaint. The Released PAGA Claims do not include claims for unemployment, workers compensation, wrongful termination, disability, race, gender or other discrimination, social security, vested benefits, or claims based on facts outside of the PAGA Period.

hh. “Released Parties” means Defendant and all of its parent companies, subsidiaries, divisions, related or affiliated companies, clients, and its or their shareholders, officers, directors, employees, agents, principals, representatives, attorneys, accountants, partners, investors, owners, administrators, insurers, predecessors, successors and assigns, and any individual or entity that could be liable for any of the Released Class Claims and Released PAGA Claims.

ii. “Request for Exclusion” means a letter submitted by a Class Member indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

jj. “Response Deadline” means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response

1 Deadline will be extended to the next day on which the United States Postal service is open. The
2 Response Deadline may also be extended by express agreement between Class Counsel and
3 Defendant's Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response
4 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original
5 Response Deadline.

6 kk. "Settlement Administrator" means ILYM Group, Inc., or any other third-party
7 class action settlement administrator agreed to by the Parties and approved by the Court for purposes
8 of administering the Settlement. The Parties and their counsel each represent that they do not have
9 any financial interest in the Settlement Administrator or otherwise have a relationship with the
10 Settlement Administrator that could create a conflict of interest.

11 ll. "Settlement Administration Costs" means the costs payable from the Gross
12 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
13 Paragraph 21.

14 mm. "Settlement Class" or "Settlement Class Member(s)" collectively refers to the
15 Non-Arbitration Settlement Class Members and the Arbitration Settlement Class Members as follows:

16 a. "Non-Arbitration Settlement Class Members" are all Non-Arbitration Class
17 Members who do not submit a timely and valid Request for Exclusion.

18 b. "Arbitration Settlement Class Members" are all Arbitration Class Members who do
19 not submit a timely and valid Request for Exclusion.

20 nn. "Workweek(s)" collectively refers to the Non-Arbitration Workweeks and the
21 Arbitration Workweeks as follows:

22 a. "Non-Arbitration Workweek(s)" means a week in which a Non-Arbitration Class
23 Member performed work during the Class Period. Weeks in which a Non-
24 Arbitration Class Member was employed but performed no work (i.e., was on sick
25 leave, vacation, or other leave of absence) do not count as Non-Arbitration
26 Workweeks. For purposes of settlement allocation, a Non-Arbitration Workweek
27 counts as one (1).

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b. “Arbitration Workweek(s)” means a week in which an Arbitration Class Member performed work during the PAGA Period. Weeks in which an Arbitration Class Member was employed but performed no work (i.e., was on sick leave, vacation, or other leave of absence) do not count as Arbitration Workweeks. For purposes of settlement allocation, an Arbitration Workweek counts as 0.5, or one-half of a Non-Arbitration Workweek.

oo. “WWPP Maximum” means the maximum number of combined Non-Arbitration Workweeks and Arbitration Workweeks, which shall not exceed 25,000. For example, if Non-Arbitration Class Members worked 20,000 Non-Arbitration Workweeks and Arbitration Class Members worked 10,000 Arbitration Workweeks as of March 31, 2025—i.e., $(20,000 \times 1.0) + (10,000 \times 0.5) = 25,000$), the WWPP Maximum would be exceeded on April 1, 2025.

CLASS CERTIFICATION

16. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

17. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties’ stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

TERMS OF THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

18. Attorneys’ Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for attorneys’ fees in the amount up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$175,000.00) and reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement of the Action, in an amount not to exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00), both of which will be paid from the Gross

Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

19. Enhancement Payments. Defendant agrees not to oppose or impede any application or motion by Plaintiffs for Enhancement Payments in the amounts of up to Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff Diaz and up to Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) to Plaintiff Castro. The Enhancement Payments, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to any other payments that they are entitled to under the Settlement. Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for the Enhancement Payments. Any portion of the requested Enhancement Payments that is not awarded by the Court to Plaintiffs shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

20. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) shall be allocated from the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$7,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$2,500.00, will be distributed to Aggrieved Employees (i.e., the Aggrieved Employee Amount) on a *pro rata* basis, based on the total number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA

Period (i.e., the Individual PAGA Payments).

21. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

22. Escalator Clause. If it is determined that the WWPP Maximum has been exceeded during the Class Period (i.e., if the Workweeks exceed 25,000), then the Class Period and PAGA Period shall end on the date that the WWPP Maximum is reached but not exceeded.

23. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

a. Preliminary Approval.

- i. Non-Arbitration Class Members. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Non-Arbitration Workweeks of all Non-Arbitration Class Members to yield the "Estimated Non-Arbitration Workweek Value," and multiply each Non-Arbitration Class Member's individual Non-Arbitration

1 Workweeks by the Estimated Non-Arbitration Workweek Value to yield
2 each Non-Arbitration Class Member's estimated Individual Settlement
3 Share that the Non-Arbitration Class Member may be entitled to receive
4 under the Class Settlement. Each Non-Arbitration Workweek counts as
5 one (1).

6 ii. Arbitration Class Members. After Preliminary Approval, the Settlement
7 Administrator will divide the Net Settlement Amount by the Arbitration
8 Workweeks of all Arbitration Class Members to yield the "Estimated
9 Arbitration Workweek Value," and multiply each Arbitration Class
10 Member's individual Arbitration Workweeks by the Estimated
11 Arbitration Workweek Value to yield each Arbitration Class Member's
12 estimated Individual Settlement Share that the Arbitration Class Member
13 may be entitled to receive under the Class Settlement. Each Arbitration
14 Workweek counts as 0.5.

15 b. Final Approval.

16 i. Non-Arbitration Settlement Class Members. After Final Approval, the
17 Settlement Administrator will divide the final Net Settlement Amount by
18 the Non-Arbitration Workweeks of all Non-Arbitration Settlement Class
19 Members to yield the "Final Non-Arbitration Workweek Value," and
20 multiply each Non-Arbitration Settlement Class Member's individual
21 Non-Arbitration Workweeks by the Final Non-Arbitration Workweek
22 Value to yield each Non-Arbitration Settlement Class Member's final
23 Individual Settlement Share. Each Non-Arbitration Workweek counts as
24 one (1).

25 ii. Arbitration Settlement Class Members. After Final Approval, the
26 Settlement Administrator will divide the final Net Settlement Amount by
27 the Arbitration Workweeks of all Arbitration Settlement Class Members
28 to yield the "Final Arbitration Workweek Value," and multiply each

Arbitration Settlement Class Member's individual Arbitration Workweeks by the Final Arbitration Workweek Value to yield each Arbitration Settlement Class Member's final Individual Settlement Share. Each Arbitration Workweek counts as 0.5.

24. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the Aggrieved Employee Amount based on the Aggrieved Employees' number of PAGA Pay Periods, as follows: The Settlement Administrator will divide the Aggrieved Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Pay Periods of all Aggrieved Employees to yield the "PAGA Pay Period Value," and multiply each Aggrieved Employee's individual PAGA Pay Periods by the PAGA Pay Period Value to yield each Aggrieved Employee's Individual PAGA Payment.

25. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

26. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, Aggrieved Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll taxes and other legally required withholdings to the appropriate government authorities.

1 27. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant’s Counsel do not
2 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
3 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement
4 Class Members, and Aggrieved Employees are not relying on any statement, representation, or
5 calculation by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs,
6 Settlement Class Members, and Aggrieved Employees understand and agree that Plaintiffs, Settlement
7 Class Members, and Aggrieved Employees will be solely responsible for the payment of any taxes
8 and penalties assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement
9 Class Members, and Aggrieved Employees should consult with their tax advisors concerning the tax
10 consequences of any payment they receive under the Settlement.

11 28. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
12 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
13 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
14 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
15 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
16 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
17 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
18 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
19 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
20 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
21 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
22 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
23 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
24 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
25 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
26 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
27 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
28 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION

1 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
2 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
3 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
4 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
5 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

6 29. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
7 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
8 are issued to the payee. It is expressly understood and agreed that payments made under this
9 Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or any Aggrieved
10 Employee to additional compensation or benefits under any new or additional compensation or
11 benefits, or any bonus, contest, or other compensation or benefit plan or agreement in place during the
12 Class Period, nor will it entitle Plaintiffs, Settlement Class Members, or any Aggrieved Employee to
13 any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits
14 (notwithstanding any contrary language or agreement in any benefit or compensation plan document
15 that might have been in effect during the Class Period).

16 30. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
17 Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of
18 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement
19 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a
20 draft of the preliminary approval motion before filing it with the Court. Defendant's Counsel will
21 provide Class Counsel a declaration from Defendant regarding its financial situation, including
22 appropriate financial documents to file concurrently with the preliminary approval motion pursuant to
23 the requirement of the Los Angeles Superior Court, Complex Civil Department Checklist for
24 Preliminary Approval of Class Action Settlement. Defendant agrees not to oppose the motion for
25 preliminary approval of the Settlement consistent with this Settlement Agreement. By way of said
26 motion, Plaintiffs will apply for the entry of the Preliminary Approval Order seeking the following:

- 27 a. Conditionally certifying the Class for settlement purposes only;
- 28 b. Granting Preliminary Approval of the Settlement;

- 1 c. Preliminarily appointing Plaintiffs as the representatives of the Class;
- 2 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 3 e. Approving as to form and content, the mutually-agreed upon and proposed
- 4 Class Notice and directing its mailing by First Class U.S. Mail;
- 5 f. Approving the manner and method for Class Members to request exclusion
- 6 from or object to the Class Settlement as contained herein and within the Class Notice; and
- 7 g. Scheduling a Final Approval Hearing at which the Court will determine whether
- 8 Final Approval of the Settlement should be granted.

9 31. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),

10 Class Counsel shall notify the LWDA of the Settlement.

11 32. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,

12 Defendant will provide the Class List to the Settlement Administrator.

13 33. Notice by First-Class U.S. Mail.

14 a. Within seven (7) calendar days after receiving the Class List from Defendant,

15 the Settlement Administrator will perform a search based on the National Change of Address Database

16 or any other similar services available, such as provided by Experian, for information to update and

17 correct for any known or identifiable address changes, and will mail a Class Notice in English and

18 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members and

19 Aggrieved Employees via First-Class U.S. Mail, using the most current, known mailing addresses

20 identified by the Settlement Administrator.

21 b. Any Class Notice returned to the Settlement Administrator as undeliverable on

22 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding

23 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on

24 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly

25 attempt to determine the correct address using a skip-trace or other search, using the name, address,

26 and/or Social Security number of the Class Member and/or Aggrieved Employee, and perform a single

27 re-mailing within five (5) calendar days.

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1 c. Compliance with the procedures described herein above shall constitute due and
2 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
3 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
4 provide notice of the Settlement.

5 34. Disputes Regarding Workweeks and/or PAGA Pay Periods. Class Members and
6 Aggrieved Employees will have an opportunity to dispute the number of Workweeks and/or PAGA
7 Pay Periods which have been credited to them, as reflected in their respective Class Notices, by
8 submitting a timely and valid Dispute to the Settlement Administrator, by mail, postmarked on or
9 before the Response Deadline. The date of the postmark on the return mailing envelope will be the
10 exclusive means to determine whether a Dispute has been timely submitted. Absent evidence
11 rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks
12 and/or PAGA Pay Periods to be credited to a disputing Class Member and/or Aggrieved Employee,
13 Defendant's records will be presumed to be correct and determinative of the dispute. However, if a
14 Class Member and/or Aggrieved Employee produces information and/or documents to the contrary,
15 the Settlement Administrator will evaluate the materials submitted by the Class Member and/or
16 Aggrieved Employee and the Settlement Administrator will resolve and determine the number of
17 eligible Workweeks and/or PAGA Pay Periods that the disputing Class Member and/or Aggrieved
18 Employee should be credited with under the Settlement. The Settlement Administrator's decision on
19 such disputes will be final and non-appealable.

20 35. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
21 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
22 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
23 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
24 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
25 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
26 submitted, and also identify the individuals who have submitted a timely and valid Request for
27 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
28 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members

1 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
2 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
3 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
4 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
5 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
6 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
7 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
8 Final Approval to the Settlement. Notwithstanding the above, all Aggrieved Employees will be bound
9 to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether
10 they submit a Request for Exclusion.

11 36. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
12 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
13 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
14 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
15 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
16 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
17 and complete and which were not), and also attach them to a declaration that is to be filed with the
18 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
19 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
20 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
21 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
22 whether they have submitted a Notice of Objection.

23 37. Reports by the Settlement Administrator. The Settlement Administrator shall provide
24 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
25 Class Notices; (ii) the number of Class Members and Aggrieved Employees who have submitted
26 Disputes; (iii) the number of Class Members who have submitted Requests for Exclusion; and (iv) the
27 number of Settlement Class Members who have submitted Notices of Objection. Additionally, the
28 Settlement Administrator will provide to counsel for the Parties any updated reports regarding the

administration of the Settlement Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a Dispute.

38. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement. Defendant must exercise this right of rescission in writing that is provided to Class Counsel within seven (7) calendar days of the Settlement Administrator notifying the Parties of the number of Class Members who have submitted timely and valid Requests for Exclusion following the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

39. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

40. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for: (a) Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payments; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- d. Approval of the application for Enhancement Payments to Plaintiffs;

1 e. Directing Defendant to fund all amounts due under the Settlement Agreement
2 and ordered by the Court; and

3 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
4 conformity with California Rules of Court 3.769 and the Settlement Agreement.

5 41. Funding of the Gross Settlement Amount. Defendant shall pay the Gross Settlement
6 Amount in thirteen (13) installments as follows:

7 a. Initial Payment: No later than seven (7) calendar days after Final Approval,
8 Defendant will deposit Two Hundred Fifty Thousand Dollars and Zero Cents
9 (\$250,000.00) of the Gross Settlement Amount and the Employer Taxes into a
10 Qualified Settlement Fund (“QSF”) within the meaning of Treasury Regulation
11 Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator.
12 Defendant shall provide all information necessary for the Settlement
13 Administrator to calculate necessary payroll taxes including its official name,
14 8-digit state unemployment insurance tax ID number, and other information
15 requested by the Settlement Administrator, no later than seven (7) calendar days
16 after Final Approval.

17 b. Installment Payment(s): The remainder of the Gross Settlement Amount shall
18 be paid in twelve (12) equal payments for twelve (12) months thereafter until
19 the Gross Settlement Amount has been fully paid. The first of the twelve
20 Installment Payments shall be paid by the 5th day of the calendar month
21 following the Initial Payment but not sooner than thirty (30) calendar days after
22 the Initial Payment or, if appealed, the 5th day of the calendar month following
23 the date the appeal is finally resolved, but no sooner than thirty (30) calendar
24 days after the appeal is resolved.

25 c. If an appeal is filed, then the Initial Payment and the Employer Taxes shall be
26 placed in an interest-bearing account by the Settlement Administrator, and
27 interest will accrue and be credited toward the next Installment Payment(s).
28 Defendant will not be responsible for any further Installment Payments until all
appeals are resolved.

d. Any failure by Defendant to timely pay the Initial Payment or any Installment Payment shall be an event of default. Within three (3) business days of any default, the Settlement Administrator shall email counsel for both Parties notifying them of any default (the “Default Notice”). Defendant shall have no more than ten (10) business days from the date of the Default Notice to cure the default. Any default that is not cured by the 15th business day from the date of the Default Notice shall entitle Plaintiffs to move ex parte to have all remaining unpaid Installment Payment(s) immediately accelerated and judgment entered against Defendant for the remaining unpaid Installment Payment(s).

42. Distribution of the Gross Settlement Amount.

- a. Within five (5) business days of the funding of the Initial Payment and Effective Date, the Settlement Administrator will issue half of the Individual Settlement Payments to Settlement Class Members, half of the Individual PAGA Payments to Aggrieved Employees, half of the LWDA Payment to the LWDA, half of the Enhancement Payments to Plaintiffs, half of the Attorneys’ Fees and Costs to Class Counsel, and half of the Settlement Administration Costs to itself. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities.
- b. Within five (5) business days of the funding of the last Installment Payment, the Settlement Administrator will issue the remaining half of the Individual Settlement Payments to Settlement Class Members, remaining half of the Individual PAGA Payments to Aggrieved Employees, remaining half of the LWDA Payment to the LWDA, remaining half of the Enhancement Payments to Plaintiffs, remaining half of the Attorneys’ Fees and Costs to Class Counsel, and remaining half of the Settlement Administration Costs to itself.

43. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the Aggrieved Employees in accordance with this Settlement Agreement. When issuing payments, the

1 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
2 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
3 Members and Aggrieved Employees are not required to submit a claim to be issued an Individual
4 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
5 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
6 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
7 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
8 of California's Unclaimed Property Division in the name of the Settlement Class Member and/or
9 Aggrieved Employee. The Parties agree that this disposition results in no "unpaid residue" under
10 California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to
11 Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant
12 will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake
13 amended and/or supplemental tax filings and reporting required under applicable local, state, and
14 federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment
15 and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement
16 Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and Aggrieved
17 Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the
18 PAGA Settlement.

19 44. Class Settlement Release.

- 20 a. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs
21 and all Non-Arbitration Settlement Class Members will be deemed to have fully,
22 finally, and forever released, settled, compromised, relinquished, and discharged the
23 Released Parties of all Released Class Claims for the Class Period.
- 24 b. Upon the Effective Date and full funding of the Gross Settlement Amount, all
25 Arbitration Settlement Class Members will be deemed to have fully, finally, and
26 forever released, settled, compromised, relinquished, and discharged the Released
27 Parties of all Released Class Claims for the PAGA Period.

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1 45. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
2 Settlement Amount, Plaintiffs, the State of California with respect to all Aggrieved Employees, and
3 all Aggrieved Employees will be deemed to have fully, finally, and forever released, settled,
4 compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

5 46. Plaintiffs' General Release. Upon the Effective Date and full funding of the Gross
6 Settlement Amount, Plaintiffs, individually and on their own behalf, will be deemed to have fully,
7 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties
8 from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys'
9 fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or
10 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from their employment
11 and/or separation of employment with Defendant, which Plaintiffs, at any time up until the execution
12 of this Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general
13 release and is to be broadly construed as a release of all claims, provided that, notwithstanding the
14 foregoing, this Paragraph expressly does not include a release of any claims that cannot be released
15 hereunder by law. Any and all rights granted under any state or federal law or regulation limiting the
16 effect of this Settlement Agreement, including the provisions of Section 1542 of the California Civil
17 Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as
18 follows:

19 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
20 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
21 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
22 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
23 **THE DEBTOR OR RELEASED PARTY.**

24 47. Final Approval Order and Judgment. The Parties shall provide the Settlement
25 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
26 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
27 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
28 Class will be required.

1 48. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
2 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
3 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
4 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
5 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
6 Settlement Agreement.

7 49. Effects of Termination or Rescission of Settlement. Termination or rescission of the
8 Settlement Agreement shall have the following effects:

9 a. The Settlement Agreement shall be void and shall have no force or effect, and
10 no Party shall be bound by any of its terms;

11 b. In the event the Settlement Agreement is terminated, Defendant shall have no
12 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
13 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
14 Administrator is notified that the Settlement has been terminated;

15 c. The Preliminary Approval Order and Final Approval Order and Judgment,
16 including any order certifying the Class, shall be vacated;

17 d. The Settlement Agreement and all negotiations, statements, and proceedings
18 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
19 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

20 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
21 statements, or filings in furtherance of the Settlement (including all matters associated with the
22 mediation) shall be admissible or offered into evidence in the Action or any other action for any
23 purpose whatsoever; and

24 f. Any documents generated to bring the Settlement into effect, will be null and
25 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
26 likewise be treated as void from the beginning.

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1 50. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
2 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
3 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
4 of action or right herein released and discharged.

5 51. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
6 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
7 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

8 52. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
9 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
10 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
11 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
12 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
13 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure
14 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
15 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
16 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
17 Agreement.

18 53. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
19 the Action (including with respect to California Code of Civil Procedure Section 583.310), except
20 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
21 Approval Hearing to be conducted by the Court.

22 54. Amendment or Modification. Prior to the filing of the motion for preliminary approval
23 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
24 except by written agreement signed by counsel for all Parties. After the filing of the motion for
25 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
26 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
27 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
28 constitute a waiver of any other provision.

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1 55. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
3 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
4 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
5 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
6 full authority to enter into this Settlement Agreement, and further intend that this Settlement
7 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
8 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
9 confidentiality provisions that otherwise might apply under state or federal law.

10 56. Signatories. It is agreed that because the members of the Class are so numerous, it is
11 impossible or impractical to have each Settlement Class Member or Aggrieved Employee execute this
12 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
13 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
14 as to the Aggrieved Employees, and the releases provided for by this Settlement Agreement shall have
15 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
16 Member and Aggrieved Employee.

17 57. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
18 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

19 58. California Law Governs. All terms of this Settlement Agreement and attached exhibits
20 hereto will be governed by and interpreted according to the laws of the State of California.

21 59. Execution and Counterparts. This Settlement Agreement is subject only to the
22 execution of all Parties. However, this Settlement Agreement may be executed in one or more
23 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
24 copies of the signature page, will be deemed to be one and the same instrument.

25 60. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
26 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
27 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
28 account all relevant factors, present and potential. The Parties further acknowledge that they are each
represented by competent counsel and that they have had an opportunity to consult with their counsel

1 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
2 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
3 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
4 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

5 61. Invalidity of Any Provision. Before declaring any provision of this Settlement
6 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
7 possible consistent with applicable precedents so as to define all provisions of this Settlement
8 Agreement valid and enforceable.

9 62. Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by
10 signing this Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate
11 to implement the Settlement.

12 63. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
13 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
14 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
15 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
16 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
17 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
18 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
19 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
20 construed as an admission or concession by Defendant of any such violations or failures to comply
21 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
22 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
23 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
24 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
25 federal, state, local, or other applicable law.

26 64. Captions. The captions and paragraph numbers in this Settlement Agreement are
27 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
28 intent of the provisions of this Settlement Agreement.

1 65. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
2 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
3 construed more strictly against one Party than another merely by virtue of the fact that it may have
4 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
5 negotiations between the Parties, all Parties have contributed equally to the preparation of this
6 Settlement Agreement.

7 66. Representation By Counsel. The Parties acknowledge that they have been represented
8 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
9 that this Settlement Agreement has been executed with the consent and advice of counsel, and
10 reviewed in full.

11 67. All Terms Subject to Final Court Approval. All amounts and procedures described in
12 this Settlement Agreement herein will be subject to final Court approval.

13 68. Notices. All notices, demands, and other communications to be provided concerning
14 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
15 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
16 as follows:

17 To Plaintiffs and Class Counsel:

18 Jonathan M. Genish

19 jgenish@blackstonepc.com

20 Miriam L. Schimmel

21 mschimmel@blackstonepc.com

22 Joana Fang

23 jfang@blackstonepc.com

24 Alexandra Rose

25 arose@blackstonepc.com

26 Jasmine Y. Kianfard

27 jkianfard@blackstonepc.com

28 **BLACKSTONE LAW, APC**

 8383 Wilshire Boulevard, Suite 745

 Beverly Hills, California 90211

 Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

 Kenneth D. Sulzer

 ksulzer@constangy.com

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

 2029 Century Park East, Suite 1100

Los Angeles, California 90067
Tel: (310) 909-7775

69. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF YRENE DIAZ



Dated: 10/14/2025

Plaintiff Yrene Diaz

PLAINTIFF YOLANDA CASTRO

Dated: _____

Plaintiff Yolanda Castro

DEFENDANT MACADI CLEANING CORPORATION

Dated: _____

Full Name: _____

Title: _____
On behalf of Defendant Macadi Cleaning Corporation

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Los Angeles, California 90067
Tel: (310) 909-7775

69. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF YRENE DIAZ

Dated: _____

Plaintiff Yrene Diaz

PLAINTIFF YOLANDA CASTRO

Dated: 21/10/2025



Plaintiff Yolanda Castro

DEFENDANT MACADI CLEANING CORPORATION

Dated: _____

Full Name: _____

Title: _____
On behalf of Defendant Macadi Cleaning Corporation

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Los Angeles, California 90067
Tel: (310) 909-7775

69. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

PLAINTIFF YRENE DIAZ

Dated: _____

Plaintiff Yrene Diaz

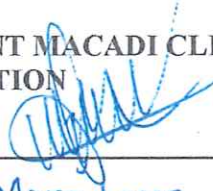
PLAINTIFF YOLANDA CASTRO

Dated: _____

Plaintiff Yolanda Castro

DEFENDANT MACADI CLEANING CORPORATION

Dated: Nov. 11, 2025



Full Name: Marco Lopez

Title: CEO
On behalf of Defendant Macadi Cleaning Corporation

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1 **APPROVED AS TO FORM ONLY:**

2 **BLACKSTONE LAW, APC**

3
4 Dated: 10/21/2025



Jonathan M. Genish
Attorneys for Plaintiffs Yrene Diaz and Yolanda
Castro and Proposed Class Counsel

7 **CONSTANGY, BROOKS, SMITH &
8 PROPHETE, LLP**

9 Dated: _____

Kenneth D. Sulzer
Attorneys for Defendant Macadi Cleaning
Corporation

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APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: _____

Jonathan M. Genish
*Attorneys for Plaintiffs Yrene Diaz and Yolanda
Castro and Proposed Class Counsel*

**CONSTANGY, BROOKS, SMITH &
PROPHETE, LLP**

Dated: November 18, 2025



Kenneth D. Sulzer
*Attorneys for Defendant Macadi Cleaning
Corporation*

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Yrene Diaz, et al. v. Macadi Cleaning Corporation **Superior Court of California for the County of Los Angeles, Case No. 21STCV33823**

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or PAGA Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Yrene Diaz ("Plaintiff Diaz") and Yolanda Castro ("Plaintiff Castro") (together, "Plaintiffs") and Defendant Macadi Cleaning Corporation ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Yrene Diaz, et al. v. Macadi Cleaning Corporation*, Los Angeles County Superior Court, Case No. 21STCV33823 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" collectively refers to the Non-Arbitration Class Members and the Arbitration Class Members:

- **"Non-Arbitration Class Members"** means all individuals who worked for Defendant in California at any time during the Class Period who were classified as non-exempt and who did not sign an arbitration agreement.
- **"Arbitration Class Members"** means all individuals who worked for Defendant in California at any time during the PAGA Period who were classified as non-exempt and who signed an arbitration agreement.

"Class Period" means the period from September 14, 2017 through August 2, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

Aggrieved Employee(s) means all individuals who worked for Defendant in California at any time during the PAGA Period and who were classified as non-exempt, regardless of whether they signed an arbitration agreement.

"PAGA Period" means the period from July 17, 2022 through August 2, 2025.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On September 14, 2021, the Action was filed. On July 17, 2023, Plaintiff Diaz provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that she contends were violated ("PAGA Letter"). On August 29, 2023, a first amended complaint was filed in the Action. On [redacted], 2025, Plaintiffs filed Second Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698, Et Seq. ("Operative Complaint") in the Action.

Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination of employment and associated waiting-time penalties, issue accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA").

Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Diaz and Plaintiff Casto as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jasmine Y. Kianfard
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all Aggrieved Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or Aggrieved Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and Aggrieved Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$175,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00) to Class Counsel; (2) Enhancement Payments in amounts not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff Diaz and Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) to Plaintiff Castro their services in the Action; (3) the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% (\$7,500.00) ("LWDA Payment") and the remaining 25% (\$2,500.00) will be distributed to Aggrieved Employees ("Aggrieved Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on their number of “Workweeks”, which collectively refers to the Non-Arbitration Workweeks and the Arbitration Workweeks as follows:

- a) “Non-Arbitration Workweek(s)” means a week in which a Non-Arbitration Class Member performed work during the Class Period. Weeks in which a Non-Arbitration Class Member was employed but performed no work (i.e., was on sick leave, vacation, or other leave of absence) do not count as Non-Arbitration Workweeks.
- b) “Arbitration Workweek(s)” means a week in which an Arbitration Class Member performed work during the PAGA Period. Weeks in which an Arbitration Class Member was employed but performed no work (i.e., was on sick leave, vacation, or other leave of absence) do not count as Arbitration Workweeks.

Individual Settlement Shares, which are listed in Section III.C below) have been calculated by the Settlement Administrator as follows:

- a) Non-Arbitration Class Members. The Settlement Administrator has divided the Net Settlement Amount by the Non-Arbitration Workweeks of all Non-Arbitration Class Members to yield the “Estimated Non-Arbitration Workweek Value,” and multiplied each Non-Arbitration Class Member’s individual Non-Arbitration Workweeks by the Estimated Non-Arbitration Workweek Value to yield each Non-Arbitration Class Member’s estimated Individual Settlement Share that the Non-Arbitration Class Member may be entitled to receive under the Class Settlement. Each Non-Arbitration Workweek counts as one (1).
- b) Arbitration Class Members. The Settlement Administrator has divided the Net Settlement Amount by the Arbitration Workweeks of all Arbitration Class Members to yield the “Estimated Arbitration Workweek Value,” and multiplied each Arbitration Class Member’s individual Arbitration Workweeks by the Estimated Arbitration Workweek Value to yield each Arbitration Class Member’s estimated Individual Settlement Share that the Arbitration Class Member may be entitled to receive under the Class Settlement. Each Arbitration Workweek counts as 0.5.

Settlement Class Members will be issued their final Individual Settlement Payment. “Settlement Class Members” collectively refers to the Non-Arbitration Settlement Class Members and the Arbitration Settlement Class Members as follows:

- “Non-Arbitration Settlement Class Members” are all Non-Arbitration Class Members who do not submit a timely and valid Request for Exclusion.
- “Arbitration Settlement Class Members” are all Arbitration Class Members who do not submit a timely and valid Request for Exclusion

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Aggrieved Employee Amount (“Individual PAGA Payment”) based on their number of bi-weekly pay periods during which they performed work during the PAGA Period (“PAGA Pay Period(s)”). Pay periods in which an Aggrieved Employee was employed but performed no work (i.e., was on sick leave, vacation, or other leave of absence) do not count as PAGA Pay Periods. The Settlement Administrator had divided the Aggrieved Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Pay Periods of all Aggrieved Employees to yield the “PAGA Pay Period Value,” and multiplied each Aggrieved Employee’s individual PAGA Pay Periods by the PAGA Pay Period Value to yield each Aggrieved Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or

withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval, Defendant will fund the Gross Settlement Amount in thirteen (13) installments as follows:

- No later than seven (7) calendar days after the Court grants final approval, Defendant will deposit half of the Gross Settlement Amount (i.e., \$250,000.00) and Employer Taxes into a qualified settlement account established by the Settlement Administrator (“Initial Payment”).
 - Within five (5) business days of the funding of the Initial Payment and Effective Date, the Settlement Administrator will issue half of the Individual Settlement Payments to Settlement Class Members, half of the Individual PAGA Payments to Aggrieved Employees, half of the LWDA Payment to the LWDA, half of the Enhancement Payments to Plaintiffs, half of the Attorneys’ Fees and Costs to Class Counsel, and half of the Settlement Administration Costs to itself.
- The remainder of the Gross Settlement Amount will be paid in twelve (12) equal payments for twelve (12) months after the payment of the Initial Payment until the Gross Settlement Amount has been fully paid (“Installment Payment(s)").
 - Within five (5) business days of the funding of the last Installment Payment, the Settlement Administrator will issue the remaining half of the Individual Settlement Payments to Settlement Class Members, remaining half of the Individual PAGA Payments to Aggrieved Employees, remaining half of the LWDA Payment to the LWDA, remaining half of the Enhancement Payments to Plaintiffs, remaining half of the Attorneys’ Fees and Costs to Class Counsel, and remaining half of the Settlement Administration Costs to itself.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and PAGA Pay Periods (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- You are credited as having worked [] [Non-Arbitration/Arbitration] Workweeks.
- You are credited as having worked [] PAGA Pay Periods.

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Diaz, et al. v. Macadi Cleaning Corporation*, Los Angeles County Superior Court, Case No. 21STCV33823); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and PAGA Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ []. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Non-Arbitration Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims for the Class Period.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Arbitration Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims for the PAGA Period.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all Aggrieved Employees, and all Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all causes of action, claims, rights, statutory damages, penalties, liabilities, expenses, and losses against the Released Parties, arising out of the claims pled in the Operative Complaint (i.e., California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and Business & Professions Code §§ 17200, *et seq.* based on alleged violations of these California Labor Code provisions) and all other potential claims reasonably related to or arising out of the same set of facts pled in the Operative Complaint, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law. The Released Class Claims do not include claims for unemployment, workers compensation, wrongful termination, disability, race, gender or other discrimination, social security, vested benefits, or claims based on facts outside of the Class Period.

“Released PAGA Claims” means any and all claims for civil penalties under PAGA arising during the PAGA Period based on the California Labor Code violations alleged in the PAGA Letter, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Letter, as well as any claims brought under the PAGA in the Operative Complaint. The Released PAGA Claims do not include claims for unemployment, workers compensation, wrongful termination, disability, race, gender or other discrimination, social security, vested benefits, or claims based on facts outside of the PAGA Period.

“Released Parties” means Defendant and all of its parent companies, subsidiaries, divisions, related or affiliated companies, clients, and its or their shareholders, officers, directors, employees, agents, principals, representatives, attorneys, accountants, partners, investors, owners, administrators, insurers, predecessors, successors and assigns, and any individual or entity that could be liable for any of the Released Class Claims and Released PAGA Claims.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$175,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amounts of Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff Diaz and Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) to Plaintiff Castro (together, “Enhancement Payments”), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to any other payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are an Aggrieved Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and Aggrieved Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Diaz, et al. v. Macadi Cleaning Corporation*, Los Angeles County Superior Court, Case No. 21STCV33823; (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before** [Response Deadline].

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. Aggrieved Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Diaz, et al. v. Macadi Cleaning*

Corporation, Los Angeles County Superior Court, Case No. 21STCV33823); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and Aggrieved Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through LA Court Connect online at: <https://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Actions by visiting Stanley Mosk Courthouse, 111 North Hill Street, California 90012, during normal business hours, or by online by visiting the following website: <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>

You may also visit the Settlement Administrator's website at **[redacted]** for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 2

Electronically Received 12/11/2025 02:52 PM

Miriam L. Schimmel (State Bar No. 185089)
 mschimmel@blackstonepc.com
 Joana Fang (State Bar No. 309623)
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Attorneys for Plaintiffs YRENE DIAZ
 and YOLANDO CASTRO

FILED
 Superior Court of California
 County of Los Angeles

04/10/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSE PASCUAL SALGADO; YRENE DIAZ, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; and YOLANDA CASTRO, individually, and on behalf of other members of the public similarly situated;

Plaintiffs,

vs.

MACADI CLEANING CORPORATION, a California corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No.: 21STCV33823

Honorable Theresa M. Traber
 Department 1

**~~PROPOSED~~ ORDER GRANTING
 PRELIMINARY APPROVAL OF CLASS
 ACTION AND PAGA SETTLEMENT**

Date: April 10, 2026
 Time: 10:30 a.m.
 Dept.: 1

Complaint Filed: September 14, 2021
 FAC Filed: August 29, 2023
 SAC Filed: October 16, 2025
 Trial Date: Not Set

1 **~~PROPOSED~~ ORDER**

2 On April 10, 2026 at 10:30 a.m. in Department 1 of the above-captioned Court located at
3 Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiffs Yrene
4 Diaz and Yolanda Castro's (together, "Plaintiffs") Motion for Preliminary Approval of Class Action
5 and PAGA Settlement, came on for hearing before the Honorable Theresa M. Traber. Blackstone
6 Law, APC appeared on behalf of Plaintiffs and Constangy, Brooks, Smith & Prophete, LLP appeared
7 on behalf of Defendant Macadi Cleaning Corporation ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs' Motion for Preliminary
10 Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
13 Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 3 to the Declaration of
14 Alexandra Rose in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA
15 Settlement. This is based on the Court's determination that the Settlement falls within the range of
16 possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement, and
18 all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and
21 reasonable. It appears to the Court that extensive investigation and research have been conducted such
22 that counsel for the parties at this time are able to reasonably evaluate their respective positions. It
23 further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by
24 all parties, as well as avoid the delay and risks that would be presented by the further prosecution of
25 the case. It further appears that the Settlement has been reached as the result of intensive, serious, and
26 non-collusive, arms-length negotiations, and was entered into in good faith.

27 4. The Court preliminarily finds that the Settlement, including the allocations for the
28 Attorneys' Fees and Costs, Enhancement Payments, LWDA Payment, Settlement Administration
Costs, and payments to the Settlement Class Members and Aggrieved Employees provided for in the

Settlement Agreement, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members and Aggrieved Employees are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues and are consistent with the requirements of California Labor Code § 2699(e)(1).

5. The Court concludes that, for settlement purposes only, the proposed Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiffs in their individual capacities and as the representatives of the Class.

6. The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

The "Class" collectively refers to the Non-Arbitration Class Members and the Arbitration Class Members:

- a. "Non-Arbitration Class Member(s)" means all individuals who worked for Defendant in California at any time during the Class Period who were classified as non-exempt and who did not sign an arbitration agreement.
- b. "Arbitration Class Member(s)" means all individuals who worked for Defendant in California at any time during the PAGA Period who were classified as non-exempt and who signed an arbitration agreement.

(The Class Period is defined as the period from September 14, 2017 through August 2, 2025.)

7. The Court provisionally appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra Rose, and Jasmine Y. Kianfard of Blackstone Law, APC as counsel for the Class ("Class Counsel").

1 8. The Court provisionally appoints Plaintiffs Yrene Diaz and Yolanda Castro as the
2 representatives of the Class (together, “Class Representatives”).

3 9. The Court provisionally appoints ILYM Group, Inc. to handle the administration of the
4 Settlement (“Settlement Administrator”).

5 10. Within fourteen (14) calendar days after entry of this Order, Defendant will provide the
6 Settlement Administrator with the following information about each Class Member and Aggrieved
7 Employee: full name, last known mailing address, Social Security number, number of Non-Arbitration
8 Workweeks, Number of Arbitration Workweeks, and number of PAGA Pay Periods (collectively
9 referred to as the “Class List”) in conformity with the Settlement Agreement.

10 11. The Court approves, both as to form and content, the Notice of Class Action Settlement
11 (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members
12 and Aggrieved Employees in the manner set forth in the Settlement Agreement. The Court finds that
13 the Class Notice appears to fully and accurately inform the Class Members of all material elements of
14 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a
15 Request for Exclusion, of Class Members’ right to dispute the Workweeks and/or PAGA Pay Periods
16 credited to each of them by submitting a Dispute, and of each Settlement Class Member’s right and
17 opportunity to object to the Class Settlement by submitting a Notice of Objection to the Settlement
18 Administrator. The Court further finds that distribution of the Class Notice substantially in the manner
19 and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the
20 Settlement Agreement and this Order, meet the requirements of due process and shall constitute due
21 and sufficient notice to all persons entitled thereto. The Court further orders the Settlement
22 Administrator to mail the Class Notice in English and Spanish by First-Class U.S. Mail to all Class
23 Members and Aggrieved Employees within seven (7) calendar days of receipt of the Class List,
24 pursuant to the terms set forth in the Settlement Agreement.

25 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
26 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
27 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
28 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or

1 before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the
2 Settlement Administrator to Class Members (“Response Deadline”), or, in the case of a re-mailed
3 Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original
4 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded
5 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not
6 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.
7 Nevertheless, all Aggrieved Employees will be bound by the PAGA Settlement and issued their
8 Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class
9 Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members)
10 shall be bound by the Settlement Agreement and any final judgment based thereon.

11 13. A Final Approval Hearing shall be held before this Court on
12 September 2, 2026 at 10:30 a.m./~~p.m.~~ in Department 1 of the Los Angeles
13 County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles,
14 California 90012, to determine all necessary matters concerning the Settlement, including: whether
15 the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair,
16 adequate, and reasonable and should be finally approved by the Court; whether a judgment, as
17 provided in the Settlement, should be entered herein; whether the plan of allocation contained in the
18 Settlement should be approved as fair, adequate, and reasonable to the Class Members and Aggrieved
19 Employees; and determine whether to approve the requests for the Attorneys’ Fees and Costs,
20 Enhancement Payments, Settlement Administration Costs, and allocation for the PAGA Amount.

21 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys’
22 Fees and Costs, Enhancement Payments, and Settlement Administration Costs, along with the
23 appropriate declarations and supporting evidence, including the Settlement Administrator’s
24 declaration, by August 3, 2026, to be heard at the Final Approval Hearing.

25 15. To object to the Class Settlement, a Settlement Class Member must submit their Notice
26 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
27 Objection must be signed and must contain the information that is required, as set forth in the Class
28 Notice, including and not limited to the grounds for the objection. Settlement Class Members,

1 individually or through counsel, may also present their objection orally at the Final Approval Hearing,
2 regardless of whether they have submitted a Notice of Objection.

3 16. In the event the Settlement does not become effective in accordance with the terms of
4 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
5 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
6 the parties shall revert back to their respective positions as of before entering into the Settlement
7 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
8 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

9 17. The Court reserves the right to adjourn or continue the date of the Final Approval
10 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
11 Members and retains jurisdiction to consider all further applications arising out of or connected with
12 the Settlement.

13 **IT IS SO ORDERED.**

14 Dated: 04/10/2026



Honorable Theresa M. Traber
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Yrene Diaz, et al. v. Macadi Cleaning Corporation **Superior Court of California for the County of Los Angeles, Case No. 21STCV33823**

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or PAGA Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Yrene Diaz ("Plaintiff Diaz") and Yolanda Castro ("Plaintiff Castro") (together, "Plaintiffs") and Defendant Macadi Cleaning Corporation ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Yrene Diaz, et al. v. Macadi Cleaning Corporation*, Los Angeles County Superior Court, Case No. 21STCV33823 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" collectively refers to the Non-Arbitration Class Members and the Arbitration Class Members:

- "Non-Arbitration Class Members" means all individuals who worked for Defendant in California at any time during the Class Period who were classified as non-exempt and who did not sign an arbitration agreement.
- "Arbitration Class Members" means all individuals who worked for Defendant in California at any time during the PAGA Period who were classified as non-exempt and who signed an arbitration agreement.

"Class Period" means the period from September 14, 2017 through August 2, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"Aggrieved Employee(s)" means all individuals who worked for Defendant in California at any time during the PAGA Period and who were classified as non-exempt, regardless of whether they signed an arbitration agreement.

"PAGA Period" means the period from July 17, 2022 through August 2, 2025.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On September 14, 2021, the Action was filed. On July 17, 2023, Plaintiff Diaz provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that she contends were violated ("PAGA Letter"). On August 29, 2023, a first amended complaint was filed in the Action. On [redacted], 2025, Plaintiffs filed Second Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698, Et Seq. ("Operative Complaint") in the Action.

Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination of employment and associated waiting-time penalties, issue accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties

under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* (“PAGA”). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Diaz and Plaintiff Casto as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jasmine Y. Kianfard
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all Aggrieved Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or Aggrieved Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and Aggrieved Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$175,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00) to Class Counsel; (2) Enhancement Payments in amounts not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff Diaz and Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) to Plaintiff Casto their services in the Action; (3) the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$7,500.00) (“LWDA Payment”) and the remaining 25% (\$2,500.00) will be distributed

to Aggrieved Employees (“Aggrieved Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on their number of “Workweeks”, which collectively refers to the Non-Arbitration Workweeks and the Arbitration Workweeks as follows:

- a) “Non-Arbitration Workweek(s)” means a week in which a Non-Arbitration Class Member performed work during the Class Period. Weeks in which a Non-Arbitration Class Member was employed but performed no work (i.e., was on sick leave, vacation, or other leave of absence) do not count as Non-Arbitration Workweeks.
- b) “Arbitration Workweek(s)” means a week in which an Arbitration Class Member performed work during the PAGA Period. Weeks in which an Arbitration Class Member was employed but performed no work (i.e., was on sick leave, vacation, or other leave of absence) do not count as Arbitration Workweeks.

Individual Settlement Shares, which are listed in Section III.C below) have been calculated by the Settlement Administrator as follows:

- a) Non-Arbitration Class Members. The Settlement Administrator has divided the Net Settlement Amount by the Non-Arbitration Workweeks of all Non-Arbitration Class Members to yield the “Estimated Non-Arbitration Workweek Value,” and multiplied each Non-Arbitration Class Member’s individual Non-Arbitration Workweeks by the Estimated Non-Arbitration Workweek Value to yield each Non-Arbitration Class Member’s estimated Individual Settlement Share that the Non-Arbitration Class Member may be entitled to receive under the Class Settlement. Each Non-Arbitration Workweek counts as one (1).
- b) Arbitration Class Members. The Settlement Administrator has divided the Net Settlement Amount by the Arbitration Workweeks of all Arbitration Class Members to yield the “Estimated Arbitration Workweek Value,” and multiplied each Arbitration Class Member’s individual Arbitration Workweeks by the Estimated Arbitration Workweek Value to yield each Arbitration Class Member’s estimated Individual Settlement Share that the Arbitration Class Member may be entitled to receive under the Class Settlement. Each Arbitration Workweek counts as 0.5.

Settlement Class Members will be issued their final Individual Settlement Payment. “Settlement Class Members” collectively refers to the Non-Arbitration Settlement Class Members and the Arbitration Settlement Class Members as follows:

- “Non-Arbitration Settlement Class Members” are all Non-Arbitration Class Members who do not submit a timely and valid Request for Exclusion.
- “Arbitration Settlement Class Members” are all Arbitration Class Members who do not submit a timely and valid Request for Exclusion

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Aggrieved Employee Amount (“Individual PAGA Payment”) based on their number of bi-weekly pay periods during which they performed work during the PAGA Period (“PAGA Pay Period(s)”). Pay periods in which an Aggrieved Employee was employed but performed no work (i.e., was on sick leave, vacation, or other leave of absence) do not count as PAGA Pay

Periods. The Settlement Administrator had divided the Aggrieved Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Pay Periods of all Aggrieved Employees to yield the “PAGA Pay Period Value,” and multiplied each Aggrieved Employee’s individual PAGA Pay Periods by the PAGA Pay Period Value to yield each Aggrieved Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval, Defendant will fund the Gross Settlement Amount in thirteen (13) installments as follows:

- No later than seven (7) calendar days after the Court grants final approval, Defendant will deposit half of the Gross Settlement Amount (i.e., \$250,000.00) and Employer Taxes into a qualified settlement account established by the Settlement Administrator (“Initial Payment”).
 - Within five (5) business days of the funding of the Initial Payment and Effective Date, the Settlement Administrator will issue half of the Individual Settlement Payments to Settlement Class Members, half of the Individual PAGA Payments to Aggrieved Employees, half of the LWDA Payment to the LWDA, half of the Enhancement Payments to Plaintiffs, half of the Attorneys’ Fees and Costs to Class Counsel, and half of the Settlement Administration Costs to itself.
- The remainder of the Gross Settlement Amount will be paid in twelve (12) equal payments for twelve (12) months after the payment of the Initial Payment until the Gross Settlement Amount has been fully paid (“Installment Payment(s)”).
 - Within five (5) business days of the funding of the last Installment Payment, the Settlement Administrator will issue the remaining half of the Individual Settlement Payments to Settlement Class Members, remaining half of the Individual PAGA Payments to Aggrieved Employees, remaining half of the LWDA Payment to the LWDA, remaining half of the Enhancement Payments to Plaintiffs, remaining half of the Attorneys’ Fees and Costs to Class Counsel, and remaining half of the Settlement Administration Costs to itself.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and PAGA Pay Periods (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- You are credited as having worked [] [Non-Arbitration/Arbitration] Workweeks.
- You are credited as having worked [] PAGA Pay Periods.

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Diaz, et al. v. Macadi Cleaning Corporation*, Los Angeles County Superior Court, Case No. 21STCV33823); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and PAGA Pay Periods (if applicable) credited to you.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [].
The Individual Settlement Share is subject to reduction for the employee’s share of taxes and**

withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Non-Arbitration Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims for the Class Period.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Arbitration Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims for the PAGA Period.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all Aggrieved Employees, and all Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all causes of action, claims, rights, statutory damages, penalties, liabilities, expenses, and losses against the Released Parties, arising out of the claims pled in the Operative Complaint (i.e., California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and Business & Professions Code §§ 17200, *et seq.* based on alleged violations of these California Labor Code provisions) and all other potential claims reasonably related to or arising out of the same set of facts pled in the Operative Complaint, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law. The Released Class Claims do not include claims for unemployment, workers compensation, wrongful termination, disability, race, gender or other discrimination, social security, vested benefits, or claims based on facts outside of the Class Period.

“Released PAGA Claims” means any and all claims for civil penalties under PAGA arising during the PAGA Period based on the California Labor Code violations alleged in the PAGA Letter, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Letter, as well as any claims brought under the PAGA in the Operative Complaint. The Released PAGA Claims do not include claims for unemployment, workers compensation, wrongful termination, disability, race, gender or other discrimination, social security, vested benefits, or claims based on facts outside of the PAGA Period.

“Released Parties” means Defendant and all of its parent companies, subsidiaries, divisions, related or affiliated companies, clients, and its or their shareholders, officers, directors, employees, agents, principals, representatives, attorneys, accountants, partners, investors, owners, administrators, insurers, predecessors, successors and assigns, and any individual or entity that could be liable for any of the Released Class Claims and Released PAGA Claims.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$175,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amounts of Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff Diaz and Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) to Plaintiff Castro (together, “Enhancement Payments”), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to any other payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are an Aggrieved Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and Aggrieved Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]

[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Diaz, et al. v. Macadi Cleaning Corporation*, Los Angeles County Superior Court, Case No. 21STCV33823; (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before** [Response Deadline].

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. Aggrieved Employees will

be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Diaz, et al. v. Macadi Cleaning Corporation*, Los Angeles County Superior Court, Case No. 21STCV33823); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and Aggrieved Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through LA Court Connect online at: <https://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Actions by visiting Stanley Mosk Courthouse, 111 North Hill Street, California 90012, during normal business hours, or by online by visiting the following website: <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>

You may also visit the Settlement Administrator’s website at **[redacted]** for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 3

- *Gabriela Guerrero, et al. v. SAR California Holdco Inc. dba Sarku Japan*, Kern County Superior Court, Case No. BCV-23-104255, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Roman Ramirez Gallegos, et al. v. Dolex Dollar Express, Inc.*, Los Angeles County Superior Court, Case No. 23STCV21872, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Ismael Mercado, et al. v. Natural Alternatives International, Inc.*, San Diego County Superior Court, Case No. 37-2023-00052115-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcella Holmes, et al. v. Pacifica Hotel Company*, San Luis Obispo County Superior Court, Case No. 23CV-0681, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Pereira, et al. v. L.N. Curtis and Sons*, Alameda County Superior Court, Case No. 24CV101859, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Dillan Burghart, et al. v. Watermark Services, IV, LLC*, Alameda County Superior Court, Case No. 23CV035212, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Kasim Hakimi v. Catalent Pharma Solutions, LLC*, Alameda County Superior Court, Case No. 24CV087209, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cesar Ibarra v. Leuen, Inc. dba The Original Pantry Café*, Los Angeles County Superior Court, Case No. 23STCV017182, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sharon Baker v. OPARC*, Los Angeles County Superior Court, Case No. 24STCV11229, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Basilia Villa Magaña v. CJKANTRG PA, LLC*, Los Angeles County Superior Court, Case No. 23STCV25886, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexis Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVSB2313579, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Monique Duong v. Boardwalk IG Management, LLC*, Orange County Superior Court, Case No. 30-2023-01334565-CU-OE-CXC, approved as counsel in final settlement of wage and hour class action.
- *Peter J. Gutierrez v. Univar Solutions USA Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV26851, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Steve Robles v. Avery Products Corporation*, Orange County Superior Court, Case No. 30-2024-01390483-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Dianna Flores v. Capitol Distribution Company LLC dba Capitol Food Company*, Los Angeles County Superior Court, Case No. 24STCV20477, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mark Trahan v. Celebrity Casinos, Inc. dba Crystal Casino*, Los Angeles County Superior Court, Case No. 25STCV30655, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jamie Ramires, et al. v. Bright Star Schools*, Los Angeles Superior Court, Case No. 23STCV15490, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alesia Williams v. Altamed Health Services Corp.*, Los Angeles Superior Court, Case No. 23STCV15413, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Jose Moreno v. Kern Regional Center*, Kern County Superior Court, Case No. BCV-24-103353, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jonathan Cruz-Pulido v. Central Valley Meat Co., Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV13660, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Gregorio Pineda, et al. v. Orthopaedic Hospital dba Orthopaedic Institute for Children and Luskin Orthopaedic Institute for Children, et al.*, Los Angeles County Superior Court, Case No. 24STCV01618, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *John Price v. Fort Point Beer Company*, San Francisco County Superior Court, Case No. CGC-23-610592, approved as counsel in final settlement of wage and hour class and PAGA action.
- *David Jason Quiñones, et al. v. J-M Manufacturing Company Inc. dba JM Eagle*, Los Angeles County Superior Court, Case No. 23STCV16439, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Laila Droubi, et al. v. GSF Properties, Inc.*, Kern County Superior Court, Case No. BCV-24-100950, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rowena Ray v. Sierra Central Credit Union*, Butte County Superior Court, Case No. 24CV02890, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Hamid Kondori, et al. v. Mission Imports, et al.*, Orange County Superior Court, Case No. 30-2022-01295280-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Johnny Rivas v. Buckingham Property Management*, Kings County Superior Court,

Case No. 23CU0355, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Manuel Hernandez v. DHC PS Holdings LLC, et al.*, Alameda County Superior Court, Case No. 24CV079333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel He, et al. v. Bay Photo Lab Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV05682, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Leonard Moore v. Truepill, Inc.*, Alameda County Superior Court, Case No. 23CV047001, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Colton Ray v. Papé Machinery, Inc., et al.*, Humboldt County Superior Court, Case No. CV2402126, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Elba Garcia v. South Central Los Angeles Regional Center for Developmentally Disabled Persons, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04382, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Miguel Avila v. Weber Metals, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04071, approved as counsel in final settlement of wage and hour class action.
- *Hector Cornejo v. Renovo Solutions, LLC*, Los Angeles County Superior Court, Case No. 23STCV27376, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Juan Campos-Ledezma, et al. v. Institute for Environmental Health, Inc.*, Stanislaus County Superior Court, Case No. CV-23-006693, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Jeanne Boudreau v. Intelliswift Software, Inc.*, San Francisco County Superior Court, Case No. CGC-23-611128, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Munguia v. Moog Inc.*, Los Angeles County Superior Court, Case No. 24STCV11688, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Francisco Javier Sanchez, Jr. v. Jim Crawford Construction Company, Inc.*, Fresno County Superior Court, Case No. 24CECG01421, approved as counsel in final settlement of wage and hour class action.
- *Jose Ramirez v. A.J. Kirkwood & Associates, Inc.*, San Diego County Superior Court, Case No. 24CU012580C, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kirstie Deveaux, et al. v. Motorola Solutions, Inc.*, Santa Clara County Superior Court, Case No. 23CV427798, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Geri Gates, et al. v. SD & A Teleservices, Inc.*, Los Angeles County Superior Court, Case No. 23STCV29390, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Bryan Zuniga v. Inova Diagnostics, Inc., et al.*, San Diego County Superior Court, Case No. 37-2023-00055201-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Contra Costa County Superior Court, Case No. C23-02732, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Amira Fakira, et al. v. CSL Plasma, Inc.*, Alameda County Superior Court, Case No. 23CV057131, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Vadim Savin, et al. v. Fleetlogix Inc.*, San Diego County Superior Court, Case No. 37-2023-00051984-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Grace Weissmuller, et al. v. Astrix Technology, LLC*, Los Angeles County Superior Court, Case No. 21STCV45436, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Gabriel Perez, et al. v. Kimberlite Corporation, et al.*, Alameda County Superior Court, Case No. 24CV073959, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Marquez v. The Nielsen Company (US), LLC*, Los Angeles County Superior Court, Case No. 23STCV06394, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court, Case No. 24CV438808, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Mendoza v. Mingei International, Inc.*, San Diego County Superior Court, Case No. 37-2024-00015385-CU-OE-CTL, approved as counsel in final settlement of wage and hour class action.
- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in

settlement of representative wage and hour action pursuant to PAGA.

- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage

and hour action pursuant to PAGA.

- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittni Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association

with other counsel, in final settlement of wage and hour class and PAGA action.

- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour

class and PAGA action.

- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour

action pursuant to PAGA.

- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.

- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour

class and PAGA action.

- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior

Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles

County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 4

Date	Type of Expense	Description of Expense	Amount
7/19/2021	Mailing	Welcome Pkg - Jose Pascual Salgado	\$7.16
7/20/2021	Mailing	Records Request to Macadi Cleaning Corporation	\$6.96
8/4/2021	Filing	LWDA: PAGA Notice	\$75.00
8/5/2021	Mailing	PAGA Letter to Macadi Cleaning Corporation c/o Carla Lopez	\$6.96
9/14/2022	Filing	First Legal: Class Action Complaint & Initiating Documents	\$1,678.75
10/6/2021	Service	First Legal: Personal Service of Complaint & Initiating Documents	\$257.44
10/19/2021	Mailing	NAR + Complaint & Summons package on Douglas A. Barritt	\$8.04
11/8/2021	Filing	First Legal: Notice and Acknowledgment of Receipt	\$36.20
11/8/2021	Filing	First Legal: Notice and Acknowledgment of Receipt	\$36.20
1/11/2022	Filing	First Legal: Joint Status Conference Report	\$37.70
1/19/2022	Filing	First Legal: Notice of Continuance	\$37.70
4/12/2022	Other	Case Anywhere	\$105.30
7/15/2022	Other	Case Anywhere	\$141.00
7/27/2022	Other	ILYMP Group Inc.	\$378.01
7/27/2022	Mailing	Check to ILYM Group, Inc.	\$0.57
12/5/2022	Filing	First Legal: Stipulation to Continue MCC Filing Deadline; Order	\$58.50
1/13/2023	Filing	Case Anywhere	\$141.00
4/21/2023	Other	Case Anywhere	\$135.00
5/22/2023	Mailing	Welcome Pkg - Yolanda Castro	\$1.50
6/30/2023	Mailing	Welcome Pkg - Yrene Diaz	\$1.50
7/5/2023	Other	Case Anywhere	\$135.00
7/14/2023	Other	In-Person Sign up Fee for Yrene Diaz	\$80.00
7/17/2023	Mailing	Amended PAGA Letter to Hawkins Parnell & Young, LLP	\$8.53
7/17/2023	Mailing	Amended PAGA Letter to Macadi Cleaning Corporation c/o Carla Lopez	\$8.53
7/17/2023	Filing	First Legal: Plaintiff's Motion for Leave to Amend Complaint & Supporting Documents	\$102.35
7/17/2023	Filing	First Legal: Plaintiff's Response to Def's Ex Parte App to Enforce Settlement	\$114.45
8/9/2023	Filing	First Legal: Plaintiff's Opp to Def's Motion to Enforce Settlement & Supporting Documents	\$39.95
8/21/2023	Filing	Steno: Notice of Tentative Ruling on Plaintiff's Motion for Leave to Amend Complaint	\$99.95
8/25/2023	Filing	Steno: Notice of Ruling and Setting of Further Status Conference	\$59.95
8/29/2023	Filing	Steno: First Amended Complaint	\$59.95
10/11/2023	Other	Case Anywhere	\$135.00
11/7/2023	Filing	Steno: Request to Dismiss Salgado's Individual Claims/MS Decl.	\$59.95
1/15/2024	Mediation	Signature Resolution, LLC - Mediation with Jonathan D. Andrews	\$7,000.00
1/18/2024	Other	Case Anywhere	\$135.00
2/29/2024	Filing	Steno: Joint Stipulation to Continue MCC Filing Deadline; Order	\$86.95
4/11/2024	Other	Case Anywhere	\$141.00
5/2/2024	Mediation	Signature Resolution, LLC - Admin Fee	\$450.00
6/14/2024	Other	Expert Fee - Berger Consulting Group, LLC	\$1,845.00
7/11/2024	Other	Case Anywhere	\$135.00
9/24/2024	Other	Steno: Depo of Carla Lopez - PMK & Individual Capacity - Vol. I	\$2,607.60
9/24/2024	Other	Steno: Depo of Carla Lopez - PMK - Vol. II	\$4,864.35
9/25/2024	Other	Steno: Depo of Marco Lopez-Miller	\$3,848.40
10/14/2024	Other	Case Anywhere	\$135.00
10/18/2024	Filing	Steno: Joint Stipulation to Further Continue MCC Filing Deadline; Order	\$86.95
1/20/2025	Other	Case Anywhere	\$135.00
1/31/2025	Other	Expert Retainer - Phillips, Fractor & Company, LLC	\$10,000.00
1/31/2025	Mailing	Mailing Payment to Phillips, Fractor & Company, LLC	\$5.54
2/27/2025	Other	Case Anywhere	\$45.00
3/13/2025	Other	Case Anywhere	\$45.00
4/16/2025	Other	Case Anywhere	\$45.00
4/17/2025	Other	Expert Fee - Phillips, Fractor & Company, LLC	\$11,425.13
4/17/2025	Mailing	Mailing Payment to Phillips, Fractor & Company, LLC	\$8.40
5/2/2025	Other	Case Anywhere	\$45.00
6/2/2025	Other	Case Anywhere	\$45.00
7/1/2025	Other	Case Anywhere	\$45.00
8/4/2025	Other	Case Anywhere	\$45.00
8/20/2025	Filing	Steno: Joint Status Report	\$59.95
9/2/2025	Other	Case Anywhere	\$51.00
10/1/2025	Other	Case Anywhere	\$45.00
10/15/2025	Filing	Steno: Joint Stipulation to Amend Complaint	\$86.95
10/16/2025	Filing	Steno: Second Amended Complaint	\$59.95
10/17/2025	Filing	Steno: Joint Status Report	\$59.95
10/23/2025	Other	Case Anywhere	\$45.00
11/17/2025	Filing	Steno: Second Amended Class Action Complaint	\$59.95
11/30/2025	Other	Case Anywhere	\$63.00
12/11/2025	Filing	Steno: Motion for Preliminary Approval and Supporting Documents ("MPA")	\$140.95
12/31/2025	Other	Case Anywhere	\$45.00
1/27/2026	Filing	Case Anywhere	\$93.00
2/27/2026	Other	Case Anywhere	\$45.00
3/27/2026	Other	Case Anywhere	\$45.00
4/10/2026	Filing	Steno: Notice of Entry of Judgment or Order (MPA)	\$59.95
4/23/2026	Other	Case Anywhere	\$45.00
5/22/2026	Other	Case Anywhere	\$51.00
6/17/2026	Other	Case Anywhere	\$45.00
	Other	Estimated Cost: Case Anywhere (July 2026)	\$45.00
	Filing	Estimated Cost: Motion for Final Approval and Supporting Documents ("MFA")	\$140.95
	Filing	Estimated Cost: Notice of Entry of Judgment or Order (MFA)	\$59.95
	Filing	Estimated Cost: Administrator's Declaration re Disbursement	\$59.95
Total:			\$48,684.92