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**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] FINAL APPROVAL ORDER
AND JUDGMENT**

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

1 Plaintiffs Yrene Diaz and Yolanda Castro’s (together, “Plaintiffs”) Motion for Final Approval
2 of Class Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payments, and
3 Settlement Administration Costs came before this Court on **September 2, 2026 at 10:30 a.m.** before
4 the Honorable Theresa M. Traber in Department 1 of the above-captioned Court located at Spring
5 Street Courthouse, 312 North Spring Street, Los Angeles, California 90012.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 (“Settlement Agreement” or “Settlement”), Plaintiffs’ Motion for Final Approval of Class Action and
8 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payments, and Settlement
9 Administration Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel
10 (Alexandra Rose), the Class Representatives (Yrene Diaz and Yolanda Castro), and the Settlement
11 Administrator (Cassandra Polites on behalf of ILYM Group, Inc.), and the evidence and argument
12 received by the Court in conjunction with the Motion for Preliminary Approval of Class Action and
13 PAGA Settlement and documents thereto, the Court grants final approval of the Settlement and
14 **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:**

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiffs and Defendant Macadi Cleaning Corporation (“Defendant”) (collectively, with
17 Plaintiffs, the “Parties”), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only:

20 The “Class” collectively refers to the Non-Arbitration Class Members and the Arbitration
21 Class Members.

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

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

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

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

5 4. The Court appoints Plaintiffs Yrene Diaz and Yolanda Castro as the Class
6 Representatives for settlement purposes only.

7 5. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra
8 Rose, and Jasmine Y. Kianfard of Blackstone Law, APC as Class Counsel for settlement purposes
9 only.

10 6. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
11 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
12 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
13 any other applicable law, and constitutes the best notice practicable under the circumstances, by
14 providing individual notice to all Class Members who could be identified through reasonable effort,
15 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
16 other Class Members. The Class Notice fully satisfied the requirements of due process.

17 7. The Court finds the Settlement was entered into in good faith, that the Settlement is
18 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
19 requirements for final approval of this class action settlement under California law, including the
20 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
21 3.769.

22 8. The Settlement Agreement is not an admission by Defendant, or by any other Released
23 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
24 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
25 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
26 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
27 by or against Defendant or any of the other Released Parties.

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1 9. The Court finds that no Class Members have validly and timely opted out of the Class
2 Settlement and no Settlement Class Members have objected to the Class Settlement.

3 10. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
4 recognition of Plaintiffs' efforts on behalf of the Class, the Court hereby approves the payments from
5 the Gross Settlement Amount of Enhancement Payments to Plaintiffs in the amounts of \$5,000.00 to
6 Plaintiff Diaz and \$2,500.00 to Plaintiff Castro.

7 11. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
8 to Class Counsel in the sum of \$175,000.00 and reimbursement of actual litigation costs and expenses
9 to Class Counsel in the sum of \$48,684.92. The attorneys' fees and reimbursement of litigation costs
10 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
11 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
12 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
13 obtained for the Class.

14 12. The Court approves and orders payment from the Gross Settlement Amount in the
15 amount of \$8,950.00 to ILYM Group, Inc. for performance of settlement administration services.

16 13. The Court approves and orders payment in the amount of \$7,500.00 to the California
17 Labor Workforce and Development Agency ("LWDA") as 75% of the payment allocated toward
18 PAGA penalties.

19 14. It is hereby ordered that Defendant will deposit the Gross Settlement Amount into a
20 Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et*
21 *seq.*, established by the Settlement Administrator in thirteen (13) installments as follows:

22 a. Initial Payment: No later than seven (7) calendar days after entry of this Order and
23 Judgment, Defendant will deposit Two Hundred Fifty Thousand Dollars and Zero
24 Cents (\$250,000.00) of the Gross Settlement Amount and the Employer Taxes into
25 the QSF.

26 b. Installment Payment(s): The remainder of the Gross Settlement Amount shall be
27 paid in twelve (12) equal payments for twelve (12) months thereafter until the Gross
28 Settlement Amount has been fully paid. The first of the twelve Installment

1 Payments shall be paid by the 5th day of the calendar month following the Initial
2 Payment but not sooner than thirty (30) calendar days after the Initial Payment or,
3 if appealed, the 5th day of the calendar month following the date the appeal is
4 finally resolved, but no sooner than thirty (30) calendar days after the appeal is
5 resolved.

- 6 c. If an appeal is filed, then the Initial Payment and the Employer Taxes shall be
7 placed in an interest-bearing account by the Settlement Administrator, and interest
8 will accrue and be credited toward the next Installment Payment(s). Defendant will
9 not be responsible for any further Installment Payments until all appeals are
10 resolved.
- 11 d. Any failure by Defendant to timely pay the Initial Payment or any Installment
12 Payment shall be an event of default. Within three (3) business days of any default,
13 the Settlement Administrator shall email counsel for both Parties notifying them of
14 any default (the "Default Notice"). Defendant shall have no more than ten (10)
15 business days from the date of the Default Notice to cure the default. Any default
16 that is not cured by the 15th business day from the date of the Default Notice shall
17 entitle Plaintiffs to move ex parte to have all remaining unpaid Installment
18 Payment(s) immediately accelerated and judgment entered against Defendant for
19 the remaining unpaid Installment Payment(s).

20 15. It is hereby ordered that within five (5) business days of the funding of the Initial
21 Payment and Effective Date, the Settlement Administrator will distribute half of the Individual
22 Settlement Payments to Settlement Class Members, half of the Individual PAGA Payments to
23 Aggrieved Employees, half of the Attorneys' Fees and Costs to Class Counsel, half of the
24 Enhancement Payments to Plaintiffs, half of the LWDA Payment to the LWDA, and half of the
25 Settlement Administration Costs to itself.

26 16. It is hereby ordered that within five (5) business days of the funding of the last
27 Installment Payment, the Settlement Administrator will distribute the remaining half of the Individual
28 Settlement Payments to Settlement Class Members, remaining half of the Individual PAGA Payments
to Aggrieved Employees, remaining half of the Attorneys' Fees and Costs to Class Counsel, remaining

half of the Enhancement Payments to Plaintiffs, remaining half of the LWDA Payment to the LWDA, and remaining half of the Settlement Administration Costs to itself.

17. 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, will be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the California Controller's Unclaimed Property Division in the name of the Settlement Class Member and/or Aggrieved Employee.

18. 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.

19. Upon the Effective Date and full funding of the Gross Settlement Amount, 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.

20. 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.

21. The "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,

1 vested benefits, or claims based on facts outside of the Class Period.

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

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

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

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
28 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY

1 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
2 PARTY.

3 25. This Court shall retain jurisdiction with respect to all matters related to the
4 administration and consummation of the Settlement, and any and all claims asserted in, arising out of,
5 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
6 Settlement and the determination of all controversies relating thereto.

7 26. Notice of entry of this Order and Judgment shall be given to the Class Members by
8 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
9 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

10 27. A Non-Appearance Case Review re: Final Report is set for
11 _____ at _____ in Department 1 of this Court located at Spring
12 Street Courthouse, 312 North Spring Street, Los Angeles, California 90012. The Settlement
13 Administrator shall file a Final Report by _____.

14 **IT IS SO ORDERED.**

15 Dated: _____

_____ Honorable Theresa M. Traber