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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 CASSANDRA
POLITES OF ILYM GROUP, INC.
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

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 I, Cassandra Polites, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned, *Salgado,*
6 *et al. v. Macadi Cleaning Corporation* matter. I am authorized to make this declaration on behalf
7 of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) translating the mailing
17 documents into Spanish; (b) printing and mailing the *Notice of Class Action Settlement*, in both
18 English and Spanish (referred to as “Class Notice”); (c) receiving and processing Requests for
19 Exclusion, Notices of Objection, and Disputes; (d) establishing a QSF account and calculating
20 individual settlement award amounts; (e) processing and mailing settlement award checks; (f)
21 handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and
22 filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed
23 funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually
24 agree to and/or the Court orders ILYM Group to perform.

25 4. On April 10, 2026, ILYM Group received the Court approved text for the Class
26 Notice from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice, which
27 was approved by the Parties’ Counsel prior to mailing.
28

1 5. On April 27, 2026, ILYM Group received the Class List from Defendant's counsel,
2 which contained each Class Member's full name, social security number, last known mailing
3 address, number of Non-Arbitration Workweeks, number of Arbitration Workweeks, and number
4 of PAGA Pay Periods. The Class List was uploaded to our database and checked for duplicates and
5 other possible discrepancies. The Class List contained unique records for 511 individuals identified
6 as Class Members who worked a total of 21,867 Workweeks. Accordingly, the Escalator Clause
7 was not triggered.

8 6. As part of the preparation for mailing, all 511 names and addresses contained in the
9 Class List were then processed against the National Change of Address ("NCOA") database,
10 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
11 the mailing addresses of the Class Members before mailing of the Class Notice. The NCOA
12 contains requested change of addresses filed with the USPS. To the extent that an updated address
13 was found in the NCOA database, the updated address was used for the mailing of the Class Notice.
14 To the extent that no updated address was found in the NCOA database, the original address
15 provided by Defendant's counsel was used for the mailing of the Class Notice.

16 7. On May 8, 2026, the Class Notice was mailed, in both English and Spanish, via U.S.
17 First Class Mail, to all 511 individuals contained in the Class List. Attached hereto, as **Exhibit A**,
18 is a true and correct copy of the mailed Class Notice.

19 8. As of the date of this declaration, 47 Class Notices have been returned to our office
20 of which none were returned with a forwarding address. ILYM Group performed a computerized
21 skip trace on the 47 returned Class Notices that did not have a forwarding address, in an effort to
22 obtain an updated address for the purpose of re-mailing the Class Notice. As a result of this skip
23 trace, 25 updated addresses were obtained and the Class Notices were promptly re-mailed to those
24 Class Members, via U.S. First Class Mail. As of the date of this declaration, a total of 22 Class
25 Notices have been deemed undeliverable as no updated addresses were found notwithstanding the
26 skip tracing.
27
28

1 9. As of the date of this declaration, ILYM Group has not received any Requests for
2 Exclusion. The Response Deadline was June 22, 2026 and the extended Response Deadline was
3 July 7, 2026.

4 10. As of the date of this declaration, ILYM Group has not received any Notices of
5 Objection. The Response Deadline was June 22, 2026 and the extended Response Deadline was
6 July 7, 2026.

7 11. As of the date of this declaration, ILYM Group has not received any Disputes. The
8 Response Deadline was June 22, 2026 and the extended Response Deadline was July 7, 2026.

9 12. The Net Settlement Amount available to Settlement Class Members is estimated to
10 be \$238,550.00 and was calculated by subtracting the requested attorneys' fees \$175,000.00, the
11 maximum amount allocated for litigation costs and expenses \$60,000.00, the requested
12 Enhancement Payments \$7,500.00, the requested Settlement Administration Costs \$8,950.00, and
13 the PAGA Amount \$10,000.00 from the Gross Settlement Amount \$500,000.00.

14 13. As of this date, there are 511 Class Members who did not submit a timely and valid
15 Request for Exclusion and are therefore deemed to be Settlement Class Members who worked
16 21,867 Workweeks, which include:

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

19 b. 203 Arbitration Settlement Class Members who worked 9,006 Arbitration
20 Workweeks.

21 14. The *highest* Individual Settlement Share to a Settlement Class Member is currently
22 estimated to be approximately \$4,014.56, the *average* Individual Settlement Share is currently
23 estimated to be approximately \$466.83, and the *lowest* Individual Settlement Share is currently
24 estimated to be approximately \$10.91. These amounts are subject to employee-side tax and
25 withholdings.

26 15. Pursuant to the Agreement, 25% of the PAGA Amount \$2,500.00 will be allocated
27 to Aggrieved Employees regardless of whether he or she opted out of the Class Settlement
28 ("Aggrieved Employee Amount"); Aggrieved Employees cannot opt out of the PAGA Settlement.

1 The Aggrieved Employee Amount is allocated on a pro rata basis using their PAGA Pay Periods.
2 There are 264 Aggrieved Employees who worked 9,946 PAGA Pay Periods during the PAGA
3 Period.

4 16. The *highest* Individual PAGA Payment to an Aggrieved Employee is currently
5 estimated to be approximately \$20.11, the *average* Individual PAGA Payment is currently
6 estimated to be approximately \$9.47, and the *lowest* Individual PAGA Payment is currently
7 estimated to be approximately \$0.25.

8 17. ILYM Group's total fees and costs for services in connection with the administration
9 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
10 costs for completion of the settlement administration, are \$8,950.00. ILYM Group's work in
11 connection with this matter will continue with the calculation of the settlement award payments,
12 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
13 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
14 Group to perform. Attached hereto, as **Exhibit B**, is a true and correct copy of ILYM Group's
15 quote.

16
17 I declare under penalty of perjury under the laws of the State of California and the United
18 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
19 was executed this 27th day of July 2026, at Tustin, California.

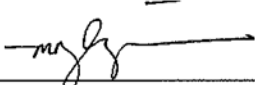
20
21
22 
23 _____
CASSANDRA POLITES

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 April 10, 2026, the Court granted preliminary approval of the settlement and scheduled a hearing on September 2, 2026, at 10:30 a.m. ("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 October 16, 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 April 10, 2026, 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 368 Non-Arbitration Workweeks.**
- **You are credited as having worked 80 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 June 22, 2026**.

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 \$3,996.89. 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 \$20.11 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:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: info@ilymgroup.com

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 June 22, 2026**.

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 June 22, 2026**.

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 September 2, 2026, at 10:30 a.m. 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/laccligibility/ui/civil.aspx?casetype=cj>

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 <https://ilymgroup.com/MacadiCleaning> 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: (888) 250-6810, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

NOTIFICACIÓN DE ACUERDO DE LA DEMANDA COLECTIVA

Yrene Diaz, et al. v. Macadi Cleaning Corporation
Corte Superior de California para el Condado de Los Angeles, Caso No. 21STCV33823

POR FAVOR, LEA ESTA DEMANDA COLECTIVA ATENTAMENTE.

Usted ha recibido esta Notificación de Demanda Colectiva porque los registros de la Parte Demandada indican que usted podría ser elegible para formar parte del acuerdo de la demanda colectiva llegado en el caso que se menciona arriba.

Usted no tiene que tomar ninguna acción adicional para recibir un pago en virtud del acuerdo.

Esta Notificación de Demanda Colectiva está diseñada para aconsejarle sobre sus derechos y opciones con respecto al acuerdo, y cómo usted puede solicitar que se le excluya del Acuerdo de la Demanda Colectiva, oponerse al Acuerdo de la Demanda Colectiva y/o disputar el número de Semanas de Trabajo y/o Períodos de Pago de la PAGA que a usted se le acreditan, si así lo decide.

A USTED SE LE NOTIFICA QUE: Se ha llegado a un acuerdo de demanda colectiva y representativa entre las Partes Demandantes, Yrene Diaz (la “Parte Demandante Diaz”) y Yolanda Castro (la “Parte Demandante Castro”), y la Parte Demandada Macadi Cleaning Corporation (la “Parte Demandada”) (a las Partes Demandantes y la Parte Demandada se les refiere de manera colectiva como las “Partes”) en el caso titulado *Yrene Diaz, et al. v. Macadi Cleaning Corporation*, Corte Superior del Condado de Los Angeles, Caso No. 21STCV33823 (la “Demanda”), que puede afectar sus derechos legales. El 10 de abril de 2026, la Corte concedió una aprobación preliminar del acuerdo y programó una audiencia el 2 de septiembre de 2026 a las 10:30 a.m. (la “Audiencia de Aprobación Final”) para determinar si la Corte debe conceder la aprobación final del acuerdo o no.

I. DEFINICIONES IMPORTANTES

“**Colectivo**” o “**Miembro(s) del Acuerdo de la Demanda Colectiva**” se refiere colectivamente a los Miembros de la Demanda Colectiva No Sujetos a Arbitraje y a los Miembros de la Demanda Colectiva Sujetos a Arbitraje:

- “**Miembros de la Demanda Colectiva No Sujetos a Arbitraje**” se refiere a todas las personas que trabajaron para la Parte Demandada en California en cualquier momento durante el Período de la Demanda Colectiva que fueron clasificados como no exentos y que no firmaron un acuerdo de arbitraje.
- “**Miembros de la Demanda Colectiva Sujetos a Arbitraje**” se refiere a todas las personas que trabajaron para la Parte Demandada en California en cualquier momento durante el Período de la PAGA que fueron clasificados como no exentos y que firmaron un acuerdo de arbitraje.

El “**Período de la Demanda Colectiva**” se refiere al período comprendido entre el 14 de septiembre de 2017 y el 2 de agosto de 2025.

“**Acuerdo de la Demanda Colectiva**” se refiere al acuerdo y resolución de todas las Reclamaciones Liberadas de la Demanda Colectiva.

“**Empleado(s) Agraviado(s)**” se refiere a todos los individuos que trabajaron para la Parte Demandada en California en cualquier momento durante el Período de la PAGA y que fueron clasificados como no exentos, independientemente de si firmaron un acuerdo de arbitraje o no.

“**Período de la PAGA**” se refiere al período entre el 17 de julio de 2022 y el 2 de agosto de 2025.

“**Acuerdo en virtud de la PAGA**” se refiere al acuerdo y resolución de todas las Reclamaciones Liberadas de la PAGA.

II. ANTECEDENTES DE LA DEMANDA

El 14 de septiembre de 2021, la Demanda fue presentada. El 17 de julio de 2023, la Parte Demandante Diaz proporcionó una notificación por escrito a la Agencia del Desarrollo del Trabajo y la Fuerza Laboral de California (“LWDA”, por sus siglas en inglés) y a la Parte Demandada sobre las disposiciones específicas del Código de Trabajo de California que ella alega que fueron violadas (“Carta de la PAGA”). El 29 de agosto de 2023, una primera denuncia enmendada fue presentada en la Demanda. El 16 de octubre de 2025, las Partes Demandantes presentaron una Segunda Demanda Colectiva Enmendada por Daños y Acciones de Ejecución en virtud de la Ley del Procurador General Privado, Código de Trabajo de California §§ 2698 y ss. (la “Denuncia Operativa”) en la Demanda.

Las Partes Demandantes afirman que la Parte Demandada no pagó adecuadamente los salarios mínimos y de horas extraordinarias, no proporcionó períodos para comer y de descanso conformes y las primas asociadas, no pagó los salarios a tiempo al momento de terminar el empleo y las penalizaciones por tiempo de espera asociadas, no emitió declaraciones de salarios precisas, no reembolsó los gastos comerciales y, por lo tanto, se involucró en prácticas comerciales desleales en violación del Código de Negocios y Profesiones de

California sección 17200, y ss., y conductas que dan lugar a sanciones en virtud de la Ley del Procurador General Privado de 2004 de acuerdo con el Código de Trabajo de California Sección 2698, y ss. (“PAGA”, por sus siglas en inglés). Las Partes Demandantes buscan, entre otras cosas, la recuperación de los salarios no pagados y las primas de los períodos para comer y de descanso, los gastos comerciales no reembolsados, la restitución, sanciones, intereses y honorarios y costos de los abogados.

La Parte Demandada niega todas las alegaciones hechas en la Demanda o que haya violado alguna ley.

Las Partes participaron en una mediación con un respetado mediador de demandas colectivas y, como resultado, las Partes llegaron a un acuerdo. Las Partes han suscrito desde entonces una Estipulación Conjunta de Demanda Colectiva y Acuerdo en virtud de la PAGA (el “Acuerdo” o “Acuerdo de Solución”).

El 10 de abril de 2026, la Corte dictó una orden por la que se aprobaba preliminarmente el Acuerdo. La Corte ha nombrado a ILYM Group, Inc. como el administrador del Acuerdo (el “Administrador del Acuerdo”), a la Parte Demandante Diaz y la Parte Demandante Castro como representantes de la Demanda Colectiva (los “Representantes de la Demanda Colectiva”) y a los siguientes abogados de las Partes Demandantes como los abogados de la Demanda Colectiva (los “Abogados de la Demanda Colectiva”):

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Miriam L. Schimmel
Joana Fang
Alexandra Rose
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Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Si usted es un Miembro de la Demanda Colectiva, no necesita tomar ninguna medida para recibir un Pago Individual del Acuerdo, pero tiene la oportunidad de solicitar que se le excluya del Acuerdo de la Demanda Colectiva (en cuyo caso no va a recibir un Pago Individual del Acuerdo), oponerse al Acuerdo de la Demanda Colectiva y/o disputar las Semanas de Trabajo y/o los Períodos de Pago de la PAGA que se le acreditan, si así lo decide, como se explica con más detalles en las Secciones III y IV más abajo. Si usted es un Empleado Agraviado, no necesita tomar ninguna medida para recibir un Pago Individual en virtud de la PAGA; usted no va a tener la oportunidad de oponerse o solicitar que se le excluya del Acuerdo en virtud de la PAGA y todos los Empleados Agraviados van a estar obligados por el Acuerdo en virtud de la PAGA si la Corte concede la aprobación final del Acuerdo.

El Acuerdo representa una solución y arreglo de reclamaciones muy controvertidas. Nada en este Acuerdo tiene la intención de o va a ser interpretado como una admisión por parte de la Parte Demandada de que las reclamaciones en la Demanda tienen mérito o que la Parte Demandada tiene alguna responsabilidad hacia las Partes Demandantes, los Miembros de la Demanda Colectiva o los Empleados Agraviados. Las Partes Demandantes y la Parte Demandada, y sus respectivos abogados, han concluido y acuerdan que, a la luz de los riesgos e incertidumbres para cada parte del litigio continuo, el Acuerdo es justo, razonable y adecuado, y está en el mejor interés de los Miembros de la Demanda Colectiva, el Estado de California y los Empleados Agraviados.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula del Acuerdo

El importe bruto del acuerdo total es de quinientos mil dólares y cero centavos (\$500,000.00) (el “Importe Bruto del Acuerdo”). A la parte del Importe Bruto del Acuerdo que se encuentra disponible para ser pagada a los Miembros del Acuerdo de la Demanda Colectiva se le refiere como el “Importe Neto del Acuerdo”. El Importe Neto del Acuerdo va a ser el Importe Bruto del Acuerdo menos los siguientes pagos, que se encuentran sujetos a la aprobación por parte de la Corte: (1) honorarios de los abogados, por un importe que no exceda el treinta y cinco por ciento (35%) del Importe Bruto del Acuerdo (es decir, \$175,000.00) y el reembolso de los costos y gastos de litigio por un importe que no exceda los sesenta mil dólares y cero centavos (\$60,000.00) para los Abogados de la Demanda Colectiva; (2) Pagos de Mejora por importes que no excedan los cinco mil dólares y cero centavos (\$5,000.00) para la Parte Demandante Diaz y dos mil quinientos dólares y cero centavos (\$2,500.00) para la Parte Demandante Castro por sus servicios en la Demanda; (3) el importe de diez mil dólares y cero centavos (\$10,000.00) asignados para las sanciones civiles en virtud de la Ley del Procurador General Privado (“Importe de la PAGA”), de los cuales a la LWDA se le pagará el 75% (\$7,500.00) (el “Pago de la LWDA”) y el restante 25% (\$2,500.00) va a ser distribuido a los Empleados Agraviados (“Importe de los Empleados Agraviados”); y (4) los Costos de Administración del Acuerdo por un importe que no exceda los diez mil dólares y cero centavos (\$10,000.00) al Administrador del Acuerdo.

Los Miembros de la Demanda Colectiva son elegibles para recibir un pago en virtud del Acuerdo de la Demanda Colectiva de su parte proporcional del Importe Neto del Acuerdo (la “Parte Individual del Acuerdo”) sobre la base del número de “Semanas de Trabajo”,

que se refiere colectivamente tanto a las Semanas de Trabajo No Sujetas a Arbitraje como a las Semanas de Trabajo Sujetas a Arbitraje de la siguiente manera:

- c) “Semana(s) de Trabajo No Sujeta(s) a Arbitraje” se refiere a una semana en la que un Miembro de la Demanda Colectiva No Sujeto a Arbitraje realizó trabajo durante el Período de la Demanda Colectiva. Las semanas en las que un Miembro de la Demanda Colectiva No Sujeto a Arbitraje estuvo empleado pero no realizó ningún trabajo (es decir, estaba con licencia por enfermedad, de vacaciones u otra licencia) no cuentan como Semanas de Trabajo No Sujetas a Arbitraje.
- d) “Semana(s) de Trabajo Sujeta(s) a Arbitraje” se refiere a una semana en la que un Miembro de la Demanda Colectiva Sujeto a Arbitraje realizó trabajo durante el Período de la PAGA. Las semanas en las que un Miembro de la Demanda Colectiva Sujeto a Arbitraje estuvo empleado pero no realizó ningún trabajo (es decir, estaba con licencia por enfermedad, de vacaciones u otra licencia) no cuentan como Semanas de Trabajo Sujetas a Arbitraje.

Las Partes Individuales del Acuerdo, que se encuentran detalladas en la Sección III.C más abajo, han sido calculadas por el Administrador del Acuerdo de la siguiente manera:

- c) Miembros de la Demanda Colectiva No Sujetos a Arbitraje. El Administrador del Acuerdo ha dividido el Importe Neto del Acuerdo por las Semanas de Trabajo No Sujetas a Arbitraje de todos los Miembros de la Demanda Colectiva No Sujetos a Arbitraje para producir el “Valor Estimado de la Semana de Trabajo No Sujeta a Arbitraje”, y multiplicó las Semanas de Trabajo No Sujetas a Arbitraje individuales de cada Miembro de la Demanda Colectiva No Sujeto a Arbitraje por el Valor Estimado de la Semana de Trabajo No Sujeta a Arbitraje para producir la Parte Individual del Acuerdo de cada Miembro de la Demanda No Sujeto a Arbitraje que el Miembro de la Demanda No Sujeto a Arbitraje puede tener derecho a recibir en virtud del Acuerdo de la Demanda Colectiva. Cada Semana de Trabajo No Sujeta a Arbitraje cuenta como una (1).
- d) Miembros de la Demanda Colectiva Sujetos a Arbitraje. El Administrador del Acuerdo ha dividido el Importe Neto del Acuerdo por las Semanas de Trabajo Sujetas a Arbitraje de todos los Miembros de la Demanda Colectiva Sujetos a Arbitraje para producir el “Valor Estimado de la Semana de Trabajo Sujeta a Arbitraje”, y multiplicó las Semanas de Trabajo Sujetas a Arbitraje individuales de cada Miembro de la Demanda Colectiva Sujeto a Arbitraje por el Valor Estimado de la Semana de Trabajo Sujeta a Arbitraje para producir la Parte Individual del Acuerdo de cada Miembro de la Demanda Sujeto a Arbitraje que el Miembro de la Demanda Sujeto a Arbitraje puede tener derecho a recibir en virtud del Acuerdo de la Demanda Colectiva. Cada Semana de Trabajo Sujeta a Arbitraje cuenta como 0.5.

A los Miembros del Acuerdo de la Demanda Colectiva se les va a emitir su Pago Individual del Acuerdo final. “Miembros del Acuerdo de la Demanda Colectiva” se refiere colectivamente a los Miembros del Acuerdo de la Demanda Colectiva No Sujetos a Arbitraje y a los Miembros del Acuerdo de la Demanda Colectiva Sujetos a Arbitraje, que son los siguientes:

- Los “Miembros del Acuerdo de la Demanda Colectiva No Sujetos a Arbitraje” son todos los Miembros de la Demanda Colectiva No Sujetos a Arbitraje que no presenten una Solicitud de Exclusión válida y oportuna.
- Los “Miembros del Acuerdo de la Demanda Colectiva Sujetos a Arbitraje” son todos los Miembros de la Demanda Colectiva Sujetos a Arbitraje que no presenten una Solicitud de Exclusión válida y oportuna.

Cada Parte Individual del Acuerdo va a ser asignada en un veinte por ciento (20%) a los salarios, que serán informados en un IRS Form W-2, y un ochenta por ciento (80%) a las sanciones, intereses y daños no salariales, que serán informados en un IRS Form 1099 (si aplica). Cada Parte Individual del Acuerdo va a estar sujeta a la reducción para la parte de impuestos de nómina y retenciones del empleado con respecto a la porción del salario de la Partes Individuales del Acuerdo que dan lugar a un pago neto al Miembro del Acuerdo de la Demanda Colectiva (el “Pago Individual del Acuerdo”). La parte de los impuestos y contribuciones del empleador en relación con la porción de salarios de las Partes Individuales del Acuerdo (los “Impuestos del Empleador”) va a ser pagadas por la Parte Demandada por separado y además del Importe Bruto del Acuerdo.

Los Empleados Agraviados son elegibles para recibir un pago bajo el Acuerdo en virtud de la PAGA de su parte proporcional del Importe del Empleado Agraviado (el “Pago Individual de la PAGA”) sobre la base del número de períodos de pago quincenales durante los cuales realizaron trabajos durante el Período de la PAGA (el/los “Período(s) de Pago de la PAGA”). Los períodos de pago en los que un Empleado Agraviado estuvo empleado pero no realizó ningún trabajo (es decir, estaba con licencia por enfermedad, de vacaciones u otra licencia) no cuentan como Períodos de Pago de la PAGA. El Administrador del Acuerdo había dividido el Importe del Empleado Agraviado, es decir, el 25% del Importe de la PAGA, por los Períodos de Pago de la PAGA de todos los Empleados Agraviados para obtener el “Valor del Período de Pago de la PAGA”, y multiplicó los Períodos de Pago de la PAGA individuales de cada Empleado Agraviado por el Valor del Período de Pago de la PAGA para obtener el Pago Individual en virtud de la PAGA de cada Empleado Agraviado.

Cada Pago Individual en virtud de la PAGA va a ser asignado como un cien por ciento (100%) de sanciones, no va a estar sujeto a

impuestos o retenciones y se va a informar en un IRS Form 1099 (si aplica).

Si la Corte concede la aprobación final, la Parte Demandada va a financiar el Importe Bruto del Acuerdo Importe en trece (13) cuotas de la siguiente manera:

- A más tardar siete (7) días naturales después de que la Corte conceda la aprobación final, la Parte Demandada va a depositar la mitad del Importe Bruto del Acuerdo (es decir, \$250,000.00) y los Impuestos del Empleador en una cuenta del acuerdo calificada establecida por el Administrador del Acuerdo (el “Pago Inicial”).
 - En un plazo de cinco (5) días hábiles después del Pago Inicial y la Fecha de Entrada en Vigor, el Administrador del Acuerdo va a emitir la mitad de los Pagos Individuales del Acuerdo a los Miembros del Acuerdo de la Demanda Colectiva, la mitad de los Pagos Individuales de la PAGA a los Empleados Agraviados, la mitad del Pago de la LWDA a la LWDA, la mitad de los Pagos de Mejora a las Partes Demandantes, la mitad de los Honorarios y Costos de los Abogados para los Abogados de la Demanda Colectiva y la mitad de los Costos de Administración del Acuerdo para sí mismo.
- El restante del Importe Bruto del Acuerdo se va a pagar en doce (12) pagos iguales durante los doce (12) meses posteriores al pago del Pago Inicial, hasta que el Importe Bruto del Acuerdo haya sido pagado por completo (el/los “Pago(s) en Cuotas”).
 - En un plazo de cinco (5) días después de la financiación del último Pago en Cuotas, el Administrador del Acuerdo va a emitir la mitad restante de los Pagos Individuales del Acuerdo a los Miembros del Acuerdo de la Demanda Colectiva, la mitad restante de los Pagos Individuales de la PAGA a los Empleados Agraviados, la mitad restante del Pago de la LWDA a la LWDA, la mitad restante de los Pagos de Mejora a las Partes Demandantes, la mitad restante de los Honorarios y Costos de los Abogados para los Abogados de la Demanda Colectiva y la mitad restante de los Costos de Administración del Acuerdo para sí mismo.

Si la Corte concede la aprobación final del Acuerdo, los Pagos Individuales del Acuerdo van a ser enviados por correo a los Miembros del Acuerdo de la Demanda Colectiva y los Pagos Individuales en virtud de la PAGA van a ser enviados por correo a los Empleados Agraviados a la dirección que se encuentran en el archivo del Administrador del Acuerdo. **Si la dirección a la que se le envió esta Notificación de Demanda Colectiva no es correcta, o si usted se muda después de recibir esta Notificación de Demanda Colectiva, usted debe proporcionarle su dirección postal correcta al Administrador del Acuerdo tan pronto como sea posible para asegurar que usted reciba el pago al que pueda tener derecho en virtud de este Acuerdo.**

B. Sus Semanas de Trabajo y Períodos de Pago de la PAGA (si aplica) se basan en los Registros de la Parte Demandada

De acuerdo con los registros de la Parte Demandada:

- **A usted se le acredita haber trabajado 368 Semanas de Non-Arbitration.**
- **A usted se le acredita haber trabajado 80 Períodos de Pago de la PAGA.**

Si usted desea disputar las Semanas de Trabajo y/o los Períodos de Pago de la PAGA que se le acreditan, puede presentar su disputa por escrito al Administrador del Acuerdo (la “Disputa”). La Disputa debe: (a) contener el nombre y número del caso de la Demanda (*Diaz, et al. v. Macadi Cleaning Corporation*, Los Angeles County Superior Court, Case No. 21STCV33823); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número del Seguro Social; (c) indicar claramente que usted está disputando el número de Semanas de Trabajo y/o Períodos de Pago de la PAGA que se le acreditaron y lo que usted afirma es el número correcto; y (d) ser enviada por correo al Administrador del Acuerdo a la dirección especificada en la Sección IV.B más abajo, con un matasellos **del o antes del 22 de junio de 2026**.

C. Su Parte Individual del Acuerdo Estimada y Pago Individual en virtud de la PAGA Estimado (si aplica)

Como se explicó más arriba, su Parte Individual del Acuerdo Estimada y Pago Individual en virtud de la PAGA Estimado (si aplica) se basan en el número de Semanas de Trabajo y/o Períodos de Pago de la PAGA que se le acreditan.

En virtud de los términos del Acuerdo, se estima que su Parte Individual del Acuerdo es de \$3,996.89. La Parte Individual del Acuerdo está sujeta a la reducción para la parte de impuestos y retenciones del empleado con respecto a la porción del salario de la Parte Individual del Acuerdo y sólo va a ser distribuida si la Corte aprueba el Acuerdo y después de que el Acuerdo entre en vigor.

En virtud de los términos del Acuerdo, se estima que su Pago Individual en virtud de la PAGA es de \$20.11 y sólo va a ser distribuido si la Corte aprueba el Acuerdo y después de que el Acuerdo entre en vigor.

El proceso de aprobación del acuerdo puede tardar muchos meses. Su Parte Individual del Acuerdo y su Pago Individual en virtud de la PAGA (si aplica) reflejados en esta Notificación de Demanda Colectiva son sólo estimaciones. Su Pago Individual del Acuerdo y su Pago Individual en virtud de la PAGA (si aplica) reales podrían ser más altos o más bajos.

D. Liberación de las Reclamaciones

A partir de la Fecha de Entrada en Vigor y una vez que se haya financiado por completo el Importe Bruto del Acuerdo, se considerará que las Partes Demandantes y los Miembros del Acuerdo de la Demanda Colectiva No Sujetos a Arbitraje han liberado, resuelto, comprometido, arreglado y dado de baja de manera final, completa y para siempre a las Partes Liberadas por todas las Reclamaciones Liberadas de la Demanda Colectiva para el Período de la Demanda Colectiva.

A partir de la Fecha de Entrada en Vigor y una vez que se haya financiado por completo el Importe Bruto del Acuerdo, se considerará que las Partes Demandantes y los Miembros del Acuerdo de la Demanda Colectiva Sujetos a Arbitraje han liberado, resuelto, comprometido, arreglado y dado de baja de manera final, completa y para siempre a las Partes Liberadas por todas las Reclamaciones Liberadas de la Demanda Colectiva para el Período de la PAGA.

A partir de la Fecha de Entrada en Vigor y una vez que se haya financiado por completo el Importe Bruto del Acuerdo, se considerará que las Partes Demandantes, el Estado de California con respecto a todos los Empleados Agraviados y todos los Empleados Agraviados han liberado, resuelto, comprometido, arreglado y dado de baja de manera final, completa y para siempre a las Partes Liberadas por todas las Reclamaciones Liberadas de la PAGA.

“Reclamaciones Liberadas de la Demanda Colectiva” se refiere a todas y cada una de las causas de acción, reclamaciones, derechos, daños legales, sanciones, responsabilidades, gastos y pérdidas en contra de las Partes Liberadas, que surjan de las reclamaciones alegadas en la Denuncia Operativa (es decir, §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800 y 2802 del Código de Trabajo de California y §§ 17200, y ss. del Código de Negocios y Profesiones basados en presuntas violaciones de estas disposiciones del Código de Trabajo de California) y todas las demás reclamaciones potenciales razonablemente relacionadas con, o que surjan del mismo conjunto de hechos alegados en la Denuncia Operativa, tales como aquellas bajo el Código de Trabajo de California, las Órdenes de Salarios, los reglamentos y/u otras disposiciones legales. Las Reclamaciones Liberadas de la Demanda Colectiva no incluyen reclamaciones por desempleo, compensación a los trabajadores, despido injustificado, discapacidad, discriminación racial, de género u otro tipo de discriminación, seguro social, beneficios devengados o reclamaciones basadas en hechos ocurridos fuera del Período de la Demanda Colectiva.

“Reclamaciones Liberadas de la PAGA” se refiere a todas y cada una de las reclamaciones por sanciones civiles en virtud de la PAGA que surjan durante el Período de la PAGA sobre la base de las violaciones del Código de Trabajo de California alegadas en la Carta de la PAGA, así como también todos los hechos, teorías o reclamaciones por sanciones civiles que se considerarían administrativamente agotados bajo la ley aplicable mediante la Carta de la PAGA, así como también cualquier reclamación presentada en virtud de la PAGA en la Denuncia Operativa. Las Reclamaciones Liberadas de la PAGA no incluyen reclamaciones por desempleo, compensación a los trabajadores, despido injustificado, discapacidad, discriminación racial, de género u otro tipo de discriminación, seguro social, beneficios devengados o reclamaciones basadas en hechos ocurridos fuera del Período de la PAGA.

“Partes Liberadas” se refiere a la Parte Demandada y todas sus empresas matrices, subsidiarias, divisiones, empresas relacionadas o afiliadas, clientes, y sus accionistas, funcionarios, directores, empleados, agentes, mandantes, representantes, abogados, contadores, socios, inversionistas, propietarios, administradores, aseguradores, predecesores, sucesores y cesionarios, y cualquier persona o entidad que pudiera ser responsable de cualquiera de las Reclamaciones Liberadas de la Demanda Colectiva y Reclamaciones Liberadas de la PAGA.

E. Honorarios y Costos de los Abogados para los Abogados de la Demanda Colectiva

Los Abogados de la Demanda Colectiva van a buscar los honorarios de los abogados por un importe que no exceda el treinta y cinco por ciento (35%) del Importe Bruto del Acuerdo, (es decir, \$175,000.00) y el reembolso de los costos y gastos de litigio por un importe de sesenta mil dólares y cero centavos (\$60,000.00) (colectivamente, los “Honorarios y Costos de los Abogados”), sujeto a la aprobación de la Corte. Los Honorarios y Costos de los Abogados concedidos por la Corte van a ser pagados del Importe Bruto del Acuerdo. Los Abogados de la Demanda Colectiva han estado procesando la Demanda en nombre de las Partes Demandantes, los Miembros de la Demanda Colectiva y los Empleados Agraviados en base a una tarifa de contingencia (es decir, sin haberle pagado ningún dinero hasta la fecha) y han estado pagando todos los costos y gastos de litigio.

F. Pagos de Mejora a las Partes Demandantes

Las Partes Demandantes van a solicitar los importes de cinco mil dólares y cero centavos (\$5,000.00) para la Parte Demandante Diaz y dos mil quinientos dólares y cero centavos (\$2,500.00) para la Parte Demandante Castro (en conjunto, los “Pagos de Mejora”), en reconocimiento a sus servicios en relación con la Demanda. Los Pagos de Mejora van a ser pagados del Importe Bruto del Acuerdo, sujeto a la aprobación de la Corte, y si se concede, se va a pagar a las Partes Demandantes además de cualquier otro pago a los que tienen derecho en virtud del Acuerdo.

G. Costos de Administración del Acuerdo al Administrador del Acuerdo

Se estima que el Pago al Administrador del Acuerdo no va a exceder los diez mil dólares y cero centavos (\$10,000.00) (los “Costos de Administración del Acuerdo”) para los costos de los procesos de notificación y administración del acuerdo, incluyendo, sin limitarse a, los gastos de notificarles a los Miembros de la Demanda Colectiva sobre el Acuerdo, procesar las Solicitudes de Exclusión, las Notificación de Objeción y las Disputas, calcular las Partes Individuales del Acuerdo, los Pagos Individuales del Acuerdo y los Pagos Individuales en virtud de la PAGA, y distribuir los pagos y formularios de impuestos en virtud del Acuerdo, y se le va a pagar del Importe Bruto del Acuerdo, sujeto a la aprobación de la Corte.

IV. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO UN MIEMBRO DE LA DEMANDA COLECTIVA?

A. Participar en el Acuerdo

Si usted desea formar parte del Acuerdo de la Demanda Colectiva y desea recibir una compensación del Acuerdo de la Demanda Colectiva, no tiene que hacer nada. A usted se le va a incluir de manera automática en el Acuerdo de la Demanda Colectiva y se le va a emitir su Pago Individual del Acuerdo a menos que usted decida excluirse a usted mismo/a del Acuerdo de la Demanda Colectiva.

A menos que usted elija excluirse a usted mismo/a del Acuerdo de la Demanda Colectiva, y si la Corte concede la aprobación final del Acuerdo, usted estará obligado/a por los términos del Acuerdo de la Demanda Colectiva y cualquier sentencia que pueda ser dictada por la Corte sobre la base de la misma, y usted va a liberar las Reclamaciones Liberadas de la Demanda Colectiva en contra de las Partes Liberadas como se describe en la Sección III.D más arriba.

Si usted es un Empleado Agraviado y la Corte concede la aprobación final del Acuerdo, a usted se le va a incluir de manera automática en el Acuerdo en virtud de la PAGA y se le va a emitir su Pago Individual en virtud de la PAGA. Esto significa que usted estará obligado/a por los términos del Acuerdo en virtud de la PAGA y cualquier sentencia que pueda ser dictada por la Corte sobre la base de la misma, y usted va a liberar las Reclamaciones Liberadas de la PAGA en contra de las Partes Liberadas como se describe en la Sección III.D más arriba.

Como un Miembro de la Demanda Colectiva y un Empleado Agraviado (si aplica), usted no va a ser responsable por separado del pago de los honorarios de los abogados o los costos y gastos de litigio, a menos que usted contrate a sus propios abogados, en cuyo caso usted sería responsable de los honorarios y gastos de sus propios abogados.

B. Solicitar que se le Excluya del Acuerdo de la Demanda Colectiva

Los Miembros de la Demanda Colectiva pueden solicitar que se les excluya del Acuerdo de la Demanda Colectiva enviando una carta (la “Solicitud de Exclusión”) al Administrador del Acuerdo a la siguiente dirección:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Teléfono: (888) 250-6810
Fax: (888) 845-6185
Correo Electrónico: info@ilymgroup.com

La Solicitud de Exclusión debe: (a) contener el nombre y número del caso de la Demanda (*Diaz, et al. v. Macadi Cleaning Corporation*, Los Angeles County Superior Court, Case No. 21STCV33823); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro dígitos de su número del Seguro Social; (c) indicar claramente que usted no desea que se le incluya en el Acuerdo de la Demanda Colectiva; y (d) ser enviada por correo al Administrador del Acuerdo a la dirección especificada arriba, con un matasellos **del o antes del 22 de junio de 2026**.

Si la Corte concede la aprobación final del Acuerdo, a cualquier Miembro de la Demanda Colectiva que presente una Solicitud de Exclusión válida y oportuna no se le va a emitir un Pago Individual del Acuerdo, no quedará obligado/a por el Acuerdo de la Demanda Colectiva (y la liberación de las Reclamaciones Liberadas de la Demanda Colectiva descrita en la Sección III.D más arriba) y no tendrá derecho alguno de oponerse a, apelar o comentar sobre el Acuerdo de la Demanda Colectiva. Los Miembros de la Demanda Colectiva que no presente una Solicitud de Exclusión válida y oportuna van a ser considerados Miembros del Acuerdo de la Demanda Colectiva y van a estar obligados por todos los términos del Acuerdo de la Demanda Colectiva, incluyendo aquellos relacionados con la liberación de las reclamaciones descrita en la Sección III.D que se encuentra más arriba, así como también por cualquier sentencia que pueda ser dictada por la Corte basándose en el mismo. Los Empleados Agraviados van a estar obligados por el Acuerdo en virtud de la PAGA (y la liberación de las Reclamaciones Liberadas de la PAGA descritas en la Sección III.D más arriba) y se les va a emitir un Pago Individual en virtud de la PAGA, independientemente de si presentan una Solicitud de Exclusión o no.

C. Oponerse al Acuerdo de la Demanda Colectiva

Usted puede oponerse al Acuerdo de la Demanda Colectiva siempre que no haya presentado una Solicitud de Exclusión enviando una objeción por escrito (“Notificación de Objeción”) al Administrador del Acuerdo.

La Notificación de Objeción debe: (a) contener el nombre y número del caso de la Demanda (*Diaz, et al. v. Macadi Cleaning Corporation*, Los Angeles County Superior Court, Case No. 21STCV33823); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número del Seguro Social; (c) contener una declaración escrita de todos los motivos para la objeción acompañada de cualquier apoyo legal para tal objeción; (d) contener copias de cualquier papel, escrito u otro documento en el que se base la objeción; y (e) ser enviada por correo al Administrador del Acuerdo a la dirección especificada en la Sección IV.B más arriba, con un matasellos **del o antes del 22 de junio de 2026**.

Usted también puede comparecer en la Audiencia de Aprobación Final y presentar su objeción de manera oral, independientemente de si ha presentado o no una Notificación de Objeción.

V. AUDIENCIA DE APROBACIÓN FINAL

La Corte va a celebrar una Audiencia de Aprobación Final en el Departamento 1 de la Corte Superior del Condado de Los Angeles, ubicada en 312 North Spring Street, Los Angeles, California 90012, el 2 de septiembre de 2026, a las 10:30 a.m., para determinar si el Acuerdo debe ser finalmente aprobado como justo, razonable y adecuado. También se le pedirá a la Corte que apruebe y conceda los Honorarios y Costos de los Abogados para los Abogados de la Demanda Colectiva, los Pagos de Mejora a las Partes Demandantes y los Costos de Administración del Acuerdo al Administrador del Acuerdo:

La Audiencia de Aprobación Final se puede posponer sin previa notificación a los Miembros de la Demanda Colectiva y los Empleados Agraviados. No es necesario que usted comparezca en la Audiencia de Aprobación Final, pero usted puede comparecer si así lo desea.

Puede encontrar más información sobre cómo comparecer de manera remota en línea a través de LA Court Connect en: <https://www.lacourt.org/laceligibility/ui/civil.aspx?casetype=ci>

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones exactos del Acuerdo de Solución, usted debe revisar el Acuerdo de Solución detallado y otros documentos que están en los archivos de la Corte.

Usted puede consultar el Acuerdo de Solución y otros documentos presentados en las Demandas visitando Stanley Mosk Courthouse, 111 North Hill Street, California 90012, durante los horarios normales de trabajo o en línea visitando el siguiente sitio web: <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>

Usted también puede visitar el sitio web del Administrador del Acuerdo en <https://ilymgroup.com/MacadiCleaning> para obtener documentos clave en la Demanda.

POR FAVOR, NO LLAME POR TELÉFONO A LA CORTE O A LA OFICINA DEL SECRETARIO PARA OBTENER INFORMACIÓN CON RESPECTO A ESTE ACUERDO.

SI USTED TIENE ALGUNA PREGUNTA, USTED PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: (888) 250-6810, O TAMBIÉN PUEDE PONERSE EN CONTACTO CON LOS ABOGADOS DE LA DEMANDA COLECTIVA.

EXHIBIT “B”

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Yrene Diaz, et al. v. Macadi Cleaning Corporation
Thursday, October 9, 2025

Requesting Attorney:
Karina Hernandez
Blackstone Law, APC
khernandez@blackstonepc.com
310.622.4278

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	480
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$650.00
Project Management:	\$2,920.00
Notification & Mailing:	\$1,354.60
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$3,180.40
Case Conclusion:	\$845.00

All-In/Capped ILYM Fees & Expenses: \$8,950.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Yrene Diaz, et al. v. Macadi Cleaning Corporation

Thursday, October 9, 2025

Requesting Attorney's Name: Karina Hernandez

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$650.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	1	\$70.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$150.00	1	\$150.00
Toll Free Customer Service Representative	Flat Fee	\$200.00	1	\$200.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$2,920.00

NOTIFICATION & MAILING				
Fulfillment of Notice, English & Spanish	Per Piece	\$1.50	480	\$720.00
USPS First Class Postage	Per Piece	\$0.85	480	\$408.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	58	\$115.20
Storage, Photocopies, Deliveries	Flat Fee	\$111.40	1	\$111.40

Subtotal \$1,354.60

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Yrene Diaz, et al. v. Macadi Cleaning Corporation

Thursday, October 9, 2025

Requesting Attorney's Name: Karina Hernandez

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Check, Stub & Release - Print & Mail or Payment via Digital Disbursement (W2/1099)	Per Check	\$1.00	480	\$480.00
USPS First Class Postage	Per Piece	\$0.75	480	\$360.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	34	\$50.40
Preparation of Taxes	Hourly	\$120.00	2	\$240.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$3,180.40

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	1	\$120.00
Process Unclaimed Funds to the State	Flat Fee	\$500.00	1	\$500.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$845.00

All-In/Capped ILYM Fees & Expenses: \$8,950.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the permissible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.