

03/20/2026

David W. Slayton, Executive Officer / Clerk of Court

By: C. Johnson Deputy

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ELISA ORTEGO, individually, and on
behalf of other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ELISA ORTEGO, an individual, and on behalf
of other aggrieved employees,

Plaintiff,

vs.

MAGIC LAUNDRY SERVICES INC., a
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO. 22STCV01605

[Assigned for all purposes to the
Honorable James I. Montgomery, Dept. 58]

**[REVISED PROPOSED] ORDER AND
JUDGMENT GRANTING
PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Reservation ID: 692900186633

Date: March 19, 2026

Time: 9:00 a.m.

Dept.: 58

Action Filed: January 12, 2022

Trial Date: None set

~~PROPOSED~~ ORDER AND JUDGMENT

Plaintiff Elisa Ortego's ("Plaintiff") Motion for Approval of PAGA Settlement ("Motion") came on regularly for hearing on March 19, 2026 at 9:00 a.m., the Honorable James I. Montgomery presiding. Having reviewed Plaintiff's Motion, Plaintiff's Declaration, the Declaration of Jonathan Paul of Xpand Legal Consulting LLC, the Declaration of Dalia Khalili and exhibits thereto, including the PAGA Settlement Agreement ("Settlement Agreement" or "Settlement"), attached as Exhibit B, and for good cause appearing, IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

1. The Court, for purposes of this Order and Judgment, adopts all defined terms as set forth in the Settlement.

2. Plaintiff's Motion is hereby GRANTED.

3. Judgment is hereby entered approving the PAGA Settlement between Plaintiff and Defendant Magic Laundry Services Inc. ("Defendant") pursuant to the terms of the Settlement Agreement.

4. Pursuant to the terms of the Settlement Agreement, Defendant shall fund a gross settlement the amount of \$200,000.00. This Judgment is intended to be a final disposition of this action.

5. The Settlement Agreement represents a compromise and settlement of disputed claims, and is not an admission by Defendant or any Releasees in any respect, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or any Released Parties. Neither this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any Released Parties. Neither Party shall be considered the prevailing party.

6. Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698 et seq., the Court approves the Settlement and finds that it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, to deter future violations, and to maximize enforcement of state labor laws. The Court finds that notice of the

1 Settlement has been provided to the California Labor and Workforce Development Agency
2 (“LWDA”), as required by Labor Code § 2699(s)(2).

3 7. “Aggrieved Employee” means a person currently or formerly employed by
4 Defendant in California as a non-exempt or hourly employee during the PAGA Period.

5 8. The PAGA Period is November 9, 2020 to December 14, 2024.

6 9. The Court finds the Gross Settlement Amount of \$200,000.00, the payments to the
7 LWDA and Aggrieved Employees, and the methodology used to calculate and pay each
8 Aggrieved Employee’s Individual PAGA Payment are fair, reasonable, and adequate and
9 authorizes the Settlement Administrator to pay the Individual PAGA Payments to Aggrieved
10 Employees in accordance with the terms of the Settlement. The Court also authorizes the
11 Settlement Administrator to transmit payment of 75% of the Net Settlement Amount to the
12 LWDA.

13 10. The Court finds that PAGA Counsel’s request for attorneys’ fees in the amount of
14 \$66,666.67, which is one-third of the Gross Settlement Amount, is reasonable as a percentage of
15 the common fund with a lodestar cross-check. The Court awards Matern Law Group, PC
16 attorneys’ fees in the amount of \$66,666.67 to be paid from the Gross Settlement Amount.

17 11. The Settlement limits PAGA Counsel’s costs to \$35,000.00. The Court awards
18 Matern Law Group, PC \$26,970.20 in costs and expenses to be paid from the Gross Settlement
19 Amount, with the remaining \$8,029.80 to become a part of the Net Settlement Amount.

20 12. The Court hereby approves a PAGA Representative Service Payment in the
21 amount of \$5,000.00 to Plaintiff Elisa Ortego for her service as a PAGA representative, the risks
22 she undertook on behalf of the State of California and the other Aggrieved Employees, and the
23 general release of her individual claims, including her individual wage and hour claims, to be paid
24 from the Gross Settlement Amount.

25 13. The Settlement limits the settlement administration costs to \$10,000.00. The Court
26 approves settlement administration costs in the amount of \$8,400.00 to Xpand Legal Consulting
27 LLC to be paid from the Gross Settlement Amount, with the remaining \$1,600.00 to become part
28 of the Net Settlement Amount.

1 14. Within 14 days of the Effective Date, Defendant will deliver the Aggrieved
2 Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. “Effective
3 Date” means the later of: (i) the sixty-fifth (65) day after the Court enters a Judgment on its Order
4 Approving the PAGA Settlement, provided no appeal has been initiated and no motion to vacate,
5 motion to intervene, or motion to reconsider has been filed; or (ii) if such an appeal or motion to
6 vacate, motion to intervene, or motion to reconsider initiated, fifteen (15) business days after final
7 resolution of that appeal or motion (including any requests for rehearing or appeals, including
8 petitions for certiorari), resulting in final judicial approval of the Settlement. “Aggrieved
9 Employee Data” means Aggrieved Employee identifying information in Defendant’s possession
10 including the Aggrieved Employee’s full name, last-known mailing address, Social Security
11 number, and number of PAGA Pay Periods.

12 15. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds
13 to the Administrator no later than 21 days after the Effective Date, or if that date falls on a
14 weekend or holiday, the next day that is not a weekend or holiday.

15 16. Within 14 days after Defendant funds the Gross Settlement Amount, the
16 Administrator will calculate the Individual PAGA Payments and mail checks for all Individual
17 PAGA Payments, the PAGA Representative Service Payment, the LWDA PAGA Payment, the
18 Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel
19 Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA
20 Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA
21 Payments.

22 17. The Settlement Administrator shall send the checks for the Individual PAGA
23 Payments and the Notice of Settlement Award via First Class U.S. Mail to each Aggrieved
24 Employee. Before mailing any checks or the Notice of Settlement Award, the Settlement
25 Administrator must update the recipients’ mailing addresses using the National Change of
26 Address Database.

27 18. Effective on the date when Defendant fully funds the entire Gross Settlement
28 Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and their

1 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
2 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or
3 reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint
4 and/or the PAGA Notice. "Released Parties" means Defendant and any of its past, present and
5 future direct or indirect parents, subsidiaries, predecessors, successors, assigns, and affiliates,
6 joint venturers, as well as its past, present and future owners, officers, directors, employees,
7 associates, partners, shareholders, members, agents, attorneys, insurers, reinsurers, and any
8 individual or entity that could be jointly liable with Defendant.

9 19. Effective on the date when Defendant fully funds the entire Gross Settlement
10 Amount, Plaintiff and her respective former and present representatives, agents, attorneys, heirs,
11 administrators, successors, and assigns generally, release and discharge the Released Parties from
12 all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not
13 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
14 contained in the Complaint and the PAGA Notice and all PAGA claims that were, or reasonably
15 could have been alleged based on facts ascertained during the Action and released by her waiver
16 of rights under California Civil Code Section 1542 ("Plaintiff's Release"). For purposes of
17 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits,
18 if any, of section 1542 of the California Civil Code.

19 20. The Court will retain jurisdiction over the Parties, Action, and the Settlement
20 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
21 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

22 21. An Order to Show Cause Re: Dismissal (Settlement) is set for January 13, 2027 at
23 8:30 a.m.

24 22. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten
25 (10) calendar days of the Court's entry of this Order and Judgment.

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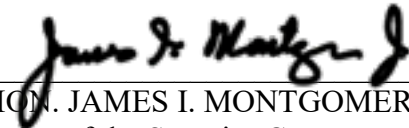
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IT IS SO ORDERED, DECREED, AND ADJUDICATED.

DATED: 03/20/2026



HON. JAMES I. MONTGOMERY
Judge of the Superior Court