

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 1

21STCV33823

JOSE PASCUAL SALGADO vs MACADI CLEANING CORPORATION

September 2, 2026

10:30 AM

Judge: Honorable Theresa M. Traber
Judicial Assistant: A. He
Courtroom Assistant: F. Sims

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Jasmine Y Kianfard

For Defendant(s): Matthew A. Scholl

NATURE OF PROCEEDINGS: Hearing on Motion for Final Approval of Settlement

The matter is called for hearing.

There are no objectors present in the courtroom. Both sides submit to the Court's tentative ruling.

The Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs filed by Yrene Diaz, Yolanda Castro on 08/03/2026 is Granted.

The Court hereby awards/approves the following:

(1) **\$175,000** for attorney fees to Class Counsel, Blackstone Law, APC; (2) **\$48,684.92** for attorney costs to Class Counsel; (3) enhancement payments of **\$5,000** to Plaintiff Yrene Diaz and **\$2,500** to Plaintiff Yolanda Castro; (4) **\$7,500** (75% of \$10,000 PAGA penalty) to the LWDA; and (5) **\$8,950** for settlement administration costs to ILYM Group, Inc.

Plaintiffs' counsel shall file a proposed Order and Judgment, consistent with this ruling containing all requisite terms, including the class definition, release language, and a statement that no class members requested exclusion. The Court orders class counsel to file a final report summarizing all distributions made pursuant to the approved settlement, supported by declaration. The Court will set a non-appearance date of May 5, 2028 for review of the final report, which must be filed at least five court days beforehand.

BACKGROUND

Plaintiffs Yrene Diaz and Yolanda Castro sue their former employer, Defendant Macadi Cleaning Corporation, for alleged wage and hour violations. Defendant is janitorial company serving clients throughout Mission Viejo, Irvine, Costa Mesa, Lake Forest, and Laguna Niguel.

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Plaintiffs seek to represent a class of Defendant's current and former non-exempt employees.

On August 4, 2021, former plaintiff Jose Pascual Salgado provided written notice to the LWDA by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant.

On September 14, 2021, former plaintiff Salgado filed a Class Action Complaint for Damages and Enforcement Action under the Private Attorneys General Act, California Labor Code §§ 2698, et seq. against Defendant.

On May 2, 2023, former plaintiff Salgado and Defendant participated in mediation with the Honorable Amy D. Hogue (Ret.), which did not result in a settlement at the time.

On July 17, 2023, Plaintiff Diaz provided written notice to the LWDA by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, which, inter alia, informed the LWDA and Defendant that she intended to be added to the Action.

On August 29, 2023, former plaintiff Salgado and Plaintiff Diaz filed a First Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698, et seq., which added Plaintiff Diaz as a named plaintiff in the Action.

On November 8, 2023, the Court entered an Order which dismissed former plaintiff Salgado's individual class and representative claims under PAGA without prejudice.

On May 28, 2024, the Parties participated in mediation with Jonathan D. Andrews, which did not result in a settlement at the time.

On April 11, 2025, after further negotiations and with the assistance of the Mediator, the Parties reached a settlement. The terms of settlement are finalized in the long-form *Stipulation of Class Action and PAGA Settlement* ("Settlement Agreement"), a copy of which was filed with the Court on December 11, 2025.

On April 10, 2026, the Court granted preliminary approval of the settlement.

Notice was given to the Class Members as ordered (see Declaration of Cassandra Polites ("Polites Decl.")). Now before the Court is the Motion for Final Approval of the settlement.

SETTLEMENT CLASS DEFINITION

· "Class" or "Class Member(s)" collectively refers to the Non-Arbitration Class Members and the Arbitration Class Members: (¶15.d)

- o "Non-Arbitration Class Member(s)" means all individuals who worked for Defendant in California at any time during the Class Period who were classified as non-exempt and who did not sign an arbitration agreement. (¶15.d.a)

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- o "Arbitration Class Member(s)" means all individuals who worked for Defendant in California at any time during the PAGA Period who were classified as non-exempt and who signed an arbitration agreement. (§15.d.b)
 - "Class Period" means the period from September 14, 2017, through August 2, 2025. (§15.h)
 - "Aggrieved Employees" means all individuals who worked for Defendant in California at any time during the PAGA Period and who were classified as non-exempt, regardless of whether they signed an arbitration agreement. (§15.a)
 - "PAGA Period" means the period from July 17, 2022, through August 2, 2025. (§15.aa)
 - "Settlement Class" or "Settlement Class Member(s)" collectively refers to the Non-Arbitration Settlement Class Members and the Arbitration Settlement Class Members as follows: (§15.mm)
 - o "Non-Arbitration Settlement Class Members" are all Non-Arbitration Class Members who do not submit a timely and valid Request for Exclusion. (§15.mm.a)
 - "Arbitration Settlement Class Members" are all Arbitration Class Members who do not submit a timely and valid Request for Exclusion. (§15.mm.b)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- The Gross Settlement Amount ("GSA") is **\$500,000**, non-reversionary. (§15.s)
 - o Escalator Clause: If it is determined that the WWPP Maximum has been exceeded during the Class Period (i.e., if the Workweeks exceed 25,000), then the Class Period and PAGA Period shall end on the date that the WWPP Maximum is reached but not exceeded. (§22)
 - o "WWPP Maximum" means the maximum number of combined Non-Arbitration Workweeks and Arbitration Workweeks, which shall not exceed 25,000. For example, if Non-Arbitration Class Members worked 20,000 Non-Arbitration Workweeks and Arbitration Class Members worked 10,000 Arbitration Workweeks as of March 31, 2025-i.e., $(20,000 \times 1.0) + (10,000 \times 0.5) = 25,000$, the WWPP Maximum would be exceeded on April 1, 2025. (§15.oo)
 - o At final approval, the settlement administrator represents that the Class List contained unique records for 511 individuals identified as Class Members who worked a total of 21,867 Workweeks. Accordingly, the Escalator Clause was not triggered. (Polites Decl., ¶5.)
- The Net Settlement Amount ("Net") estimated at preliminary approval (**\$237,500**) is the

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GSA minus the following:

- o Up to **\$175,000** (35%) for attorney fees (§18);
- o Up to **\$60,000** for litigation costs (*Ibid.*);
- o Up to **\$7,500 total** for an Enhancement Payment to the Named Plaintiffs [\$5,000 to Plaintiff Diaz; \$2,500 to Plaintiff Castro] (§19);
- o Up to **\$10,000** for settlement administration costs (§21); and
- o Payment of **\$10,000** PAGA penalty (75% or \$7,500 to the LWDA). (§20)
- Defendant shall pay the Employer Taxes in addition to the Gross Settlement Amount. (§15.n)
- There is no claim form requirement. (§40)
- Individual Settlement Payment Calculation: Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows: (§23)
 - o Non-Arbitration Settlement Class Members: After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Non-Arbitration Workweeks of all Non-Arbitration Settlement Class Members to yield the "Final Non-Arbitration Workweek Value," and multiply each Non-Arbitration Settlement Class Member's individual Non-Arbitration Workweeks by the Final Non-Arbitration Workweek Value to yield each Non-Arbitration Settlement Class Member's final Individual Settlement Share. Each Non-Arbitration Workweek counts as one (1). (§23.b.i)
 - o Arbitration Settlement Class Members: After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Arbitration Workweeks of all Arbitration Settlement Class Members to yield the "Final Arbitration Workweek Value," and multiply each Arbitration Settlement Class Member's individual Arbitration Workweeks by the Final Arbitration Workweek Value to yield each Arbitration Settlement Class Member's final Individual Settlement Share. Each Arbitration Workweek counts as 0.5. (§23.b.ii)
 - o PAGA Payments: Individual PAGA Payments will be calculated and apportioned from the Aggrieved Employee Amount based on the Aggrieved Employees' number of PAGA Pay Periods, as follows: The Settlement Administrator will divide the Aggrieved Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Pay Periods of all Aggrieved Employees to yield the "PAGA Pay Period Value," and multiply each Aggrieved Employee's individual PAGA Pay Periods by the PAGA Pay Period Value to yield each Aggrieved Employee's Individual PAGA Payment. (§24)

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o Tax Allocation: Class Members' Individual Settlement Shares will be allocated as follows: 20% as wages, 80% as interest, penalties and non-wage damages. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties. (§25)

· Response Deadline: "Response Deadline" means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the United States Postal service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant's Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the original Response Deadline. (§15.jj)

o If more than ten percent (10%) of the Class Members submit timely and valid Requests for Exclusion, Defendants may elect to rescind the Settlement Agreement. (§38)

· Funding of Settlement: Defendant shall pay the Gross Settlement Amount in thirteen (13) installments as follows: (§41)

o Initial Payment: No later than seven (7) calendar days after Final Approval, Defendant will deposit Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) of the Gross Settlement Amount and the Employer Taxes into a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, et seq., to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than seven (7) calendar days after Final Approval. (§41.a)

o Installment Payment(s): The remainder of the Gross Settlement Amount shall be paid in twelve (12) equal payments for twelve (12) months thereafter until the Gross Settlement Amount has been fully paid. The first of the twelve Installment Payments shall be paid by the 5th day of the calendar month following the Initial Payment but not sooner than thirty (30) calendar days after the Initial Payment or, if appealed, the 5th day of the calendar month following the date the appeal is finally resolved, but no sooner than thirty (30) calendar days after the appeal is resolved. (§41.b)

o If an appeal is filed, then the Initial Payment and the Employer Taxes shall be

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placed in an interest-bearing account by the Settlement Administrator, and interest will accrue and be credited toward the next Installment Payment(s). Defendant will not be responsible for any further Installment Payments until all appeals are resolved. (§41.c)

o Any failure by Defendant to timely pay the Initial Payment or any Installment Payment shall be an event of default. Within three (3) business days of any default, the Settlement Administrator shall email counsel for both Parties notifying them of any default (the "Default Notice"). Defendant shall have no more than ten (10) business days from the date of the Default Notice to cure the default. Any default that is not cured by the 15th business day from the date of the Default Notice shall entitle Plaintiffs to move ex parte to have all remaining unpaid Installment Payment(s) immediately accelerated and judgment entered against Defendant for the remaining unpaid Installment Payment(s). (§41.d)

· Distribution of the Gross Settlement Amount: (§42)

o Within five (5) business days of the funding of the Initial Payment and Effective Date, the Settlement Administrator will issue half of the Individual Settlement Payments to Settlement Class Members, half of the Individual PAGA Payments to Aggrieved Employees, half of the LWDA Payment to the LWDA, half of the Enhancement Payments to Plaintiffs, half of the Attorneys' Fees and Costs to Class Counsel, and half of the Settlement Administration Costs to itself. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities. (§42.a)

o 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. (§42.b)

· Uncashed Settlement Checks: Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or Aggrieved Employee. (§43)

· The settlement administrator will be ILYM Group, Inc. (§15.kk)

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· The proposed Settlement Agreement was last submitted to the LWDA on December 11, 2025. (Rose Decl. ISO Prelim, Exhibit 4.)

· Releases of Claims.

o Class Settlement Release. 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. (¶44.a)

§ Upon the Effective Date and full funding of the Gross Settlement Amount, all Arbitration Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims for the PAGA Period. (¶44.b)

§ "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. (¶15.ff)

o PAGA Settlement Release. 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. (¶45)

§ "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

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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. (§15.gg)

§ All Aggrieved Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. (§135)

- o "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. (§15.hh)
- o Named Plaintiffs will also provide a general release and CC § 1542 waiver. (§146)

ANALYSIS OF SETTLEMENT AGREEMENT

A. Does a presumption of fairness exist?

The Court preliminarily found in its Order of April 10, 2026 that the presumption of fairness should be applied. No facts have come to the Court's attention that would alter that preliminary conclusion. Accordingly, the settlement is entitled to a presumption of fairness as set forth in the preliminary approval order.

B. Is the settlement fair, adequate, and reasonable?

The settlement was preliminarily found to be fair, adequate and reasonable. Notice has now been given to the Class and the LWDA.

Reaction of the class members to the proposed settlement.

Number of class members: 511 (Polites Decl., ¶5.)

Number of notice packets mailed: 511 (*Id.* at ¶7.)

Number of undeliverable notices: 22 (*Id.* at ¶8.)

Number of opt-outs: 0 (*Id.* at ¶9.)

Number of objections: 0 (*Id.* at ¶10.)

Number of participating class members: 511 (*Id.* at ¶13.)

Average individual payment: \$466.83 (*Id.* at ¶14.)

Highest individual payment: \$4,014.56 (*Ibid.*)

The Court finds that the notice was given as directed and conforms to due process

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requirements. Given the reactions of the Class Members and the LWDA to the proposed settlement and for the reasons set for in the Preliminary Approval order, the settlement is found to be fair, adequate, and reasonable.

C. Attorney Fees and Costs

Class Counsel requests an award of **\$175,000 (35%)** in fees and **\$48,684.92** in costs. (Memo ISO Final at 3:8-12.) The Settlement Agreement provides for up to \$175,000 (35%) in fees and \$60,000 in costs (§18).

“Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254.) Here, class counsel request attorney fees using the percentage method, as crosschecked by lodestar. (Memo ISO Final at pp. 18-25.)

In common fund cases, the Court may employ a percentage of the benefit method, as cross-checked against the lodestar. (*Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, 503.) The fee request represents 35% of the gross settlement amount, which is above the average generally awarded in class actions. (See *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558, fn. 13 [“Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.”].)

Class Counsel has provided information, summarized below, from which the lodestar may be calculated:

Attorneys	Rates	Hours	Totals
Jonathan M. Genish	\$1,295	53.4	\$69,153
Miriam L. Schimmel	\$1,075	175.6	\$188,770
Joana Fang	\$750	136.7	\$102,525
Alexandra Rose	\$750	65.5	\$49,125
Jasmine Kianfard	\$550	15.3	\$8,415
Lizeth Marin	\$675	12.4	\$8,370
Totals		458.9	\$426,358

(Declaration of Alexandra Rose ISO Final, ¶49.)

Counsel’s percentage-based fee request is lower than the unadjusted lodestar, and would represent application of a multiplier of approximately 0.41x.

The 35% fee request is at the higher end of percentages ordinarily approved in cases of this type. Here, however, there will be a delay in payment of the fees as this settlement is funded in installments, and 50% of the fees will not be received until over a year after final approval.

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Further, the lodestar amount of fees generated is more than twice as large as the requested fee award. Notice of the fee request was provided to class members in the notice packet and no one objected. (Islas Decl., ¶9, Exhibit A.) Accordingly, the Court awards fees in the amount of **\$175,000**.

As for costs, Class Counsel is requesting a cost amount of **\$48,684.92**. This is less than the \$60,000 cap estimated at preliminary approval, which was disclosed to Class Members in the Notice and not objected to. (Polites Decl., ¶10, Exhibit A.) Counsel represent that costs include but are not limited to: filing and service fees, Case Anywhere, deposition costs, mediation fee, and expert fees. (Rose Decl. ISO Final, ¶51, Exhibit 4.) The costs appear to be reasonable in amounts and reasonably necessary to this litigation.

Based on the above, the Court awards **\$175,000** in fees and **\$48,684.92** in costs.

D. Incentive Awards

The class representatives seek enhancement payments of **\$5,000** to Plaintiff Yrene Diaz and **\$2,500** to Plaintiff Yolanda Castro for their contributions to the action. (Memo ISO Final at 26:5-9.)

In connection with the final fairness hearing, named Plaintiffs must submit declarations attesting to why they should be entitled to an enhancement award in the proposed amount. The named Plaintiffs must explain why they “should be compensated for the expense or risk he has incurred in conferring a benefit on other members of the class.” (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with “nothing more than *pro forma* claims as to ‘countless’ hours expended, ‘potential stigma’ and ‘potential risk.’ Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs, is required in order for the trial court to conclude that an enhancement was ‘necessary to induce [the named plaintiff] to participate in the suit’” (*Id.* at 806-807, italics and ellipsis in original.)

Each Plaintiff represents that her contributions to this litigation include: communicating with their attorneys about the case, searching for and providing documents and information related to their work experience, answering questions, and reviewing the settlement. (Declarations of Yrene Diaz, Yolanda Castro filed ISO Final Approval.)

Based on the above, as well as the benefits obtained on behalf of the class, the Court grants enhancement payments in the amounts of **\$5,000** to Plaintiff Diaz and **\$2,500** to Plaintiff Castro.

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E. Settlement Administration Costs

The settlement administrator, ILYM Group, is requesting **\$8,950** for the costs of settlement administration. (Polites Decl., ¶17.) This is less than the estimate of \$10,000 provided for in the Settlement Agreement (¶20) and disclosed to class members in the Notice, to which there were no objections. (Polites Decl., ¶10, Exhibit A.) Based on the above, the recommendation is to award costs in the requested amount of **\$8,950**.

Non-Appearance Case Review Re: Final Report is scheduled for 05/05/2028 at 04:00 PM in Department 1 at Spring Street Courthouse. Notice is waived.