

Electronically Received 12/11/2025 02:52 PM

1 Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
2 Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
3 Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
4 Jasmine Y. Kianfard (State Bar No. 349975)
jkianfard@blackstonepc.com
5 Lizeth Marin (State Bar No. 360465)
lmarin@blackstonepc.com
6 **BLACKSTONE LAW, APC**
7 8383 Wilshire Boulevard, Suite 745
8 Beverly Hills, California 90211
9 Tel: (310) 622-4278 / Fax: (855) 786-6356

10 Attorneys for Plaintiffs YRENE DIAZ
and YOLANDO CASTRO

FILED
Superior Court of California
County of Los Angeles
04/10/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

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

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

18 Plaintiffs,

19 vs.

20 MACADI CLEANING CORPORATION, a
21 California corporation; and DOES 1 through
22 25, inclusive,

23 Defendants.

Case No.: 21STCV33823

Honorable Theresa M. Traber
Department 1

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

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

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

1 **~~PROPOSED~~ ORDER**

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

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

11 **IT IS HEREBY ORDERED THAT:**

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

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

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

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

1 Settlement Agreement, appear to be within the range of reasonableness of a settlement that could
2 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery
3 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement
4 awards made available to the Class Members and Aggrieved Employees are fair, adequate, and
5 reasonable when balanced against the probable outcome of further litigation relating to certification,
6 liability, and damages issues and are consistent with the requirements of California Labor Code §
7 2699(e)(1).

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

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

19 The “Class” collectively refers to the Non-Arbitration Class Members and the
20 Arbitration Class Members:

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

25 (The Class Period is defined as the period from September 14, 2017 through August
26 2, 2025.)

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

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

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

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

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

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

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

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

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

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


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

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

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

13 **IT IS SO ORDERED.**

14 Dated: 04/10/2026



Honorable Theresa M. Traber
Judge of the Superior Court