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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ERIC CARDENAS, on behalf of himself
and all others similarly situated, and the
general public,

Plaintiff,

v.

LOEWS HOLLYWOOD HOTEL, LLC, a
Delaware limited liability company;
LOEWS HOTELS & CO, a business entity
of unknown form; LOEWS
CORPORATION, a business entity of
unknown form; and DOES 1 through 50,
inclusive,

Defendants.

CLASS ACTION

Case No. 24STCV15653

Assigned for All Purposes To:

Hon. Elihu M. Berle

Dept.: 6

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT**

Date: August 27, 2026

Time: 11:00 a.m.

Dept.: 6

Action filed: June 21, 2024

Trial date: None Set

1 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

2 On August 27, 2026, the Court conducted a hearing on the unopposed Motion for
3 Preliminary Approval of Class and Representative Action Settlement filed by named Plaintiff
4 Eric Cardenas on behalf of himself and all others similarly situated (hereinafter “Plaintiff”). The
5 Court has reviewed and considered the Memorandum of Points and Authorities in support of the
6 Motion, the Declaration of Counsel and the exhibits thereto, including the Class Action and
7 PAGA Representative Settlement Agreement and Release (“Settlement Agreement” or
8 “Settlement”) between Plaintiff and Defendants Loews Hollywood Hotel, LLC (“Defendant
9 Loews Hollywood”), Loews Hotels & Co (“Defendant Loews Hotels”), and Loews Corporation
10 (“Defendant Loews Corp”) (hereinafter “Defendants”). (Plaintiff and Defendants shall be referred
11 to collectively as the “Parties”).

12 This Order hereby incorporates by reference the definitions in the Settlement Agreement
13 as though fully set forth herein, and all terms used herein shall have the same meaning as set
14 forth in the Settlement Agreement.

15 NOW THEREFORE, having read and considered the foregoing, the Court **HEREBY**
16 **MAKES THE FOLLOWING FINDINGS:**

17 1. The Court finds on a preliminary basis that the proposed Settlement falls within
18 the range of reasonableness, and the terms of Settlement, as set forth in the Settlement
19 Agreement, are presumptively fair, adequate, and reasonable to the Class and, therefore, meet
20 the requirements for preliminary approval, subject only to any objections that may be raised
21 before or at the Final Fairness and Approval Hearing. It appears to the Court that the
22 Settlement’s terms are fair, adequate, and reasonable as to all potential Class Members when
23 balanced against the probable outcome of further litigation, given the risks relating to liability
24 and damages. It further appears that extensive investigation and research have been conducted
25 such that counsel for the Parties at this time are reasonably able to evaluate their respective
26 positions. It further appears to the Court that the Settlement at this time would avoid substantial
27 additional costs by all Parties, as well as the delay and risks that would be presented by the
28

1 further prosecution of the Action. It appears the Settlement has been reached as a result of
2 intensive, arm's-length negotiations utilizing an experienced third-party neutral.

3 2. The Court further finds, for settlement purposes only, that the requirements of
4 California Code of Civil Procedure § 382 and California Rules of Court, rule 3.760 *et seq.* are
5 satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class
6 described in the Motion for Preliminary Approval and Settlement Agreement:

7 "All current and former hourly-paid or non-exempt employees of Defendants in
8 California employed during the Class Period."

9 3. The Court further finds that the moving papers presented for the Court's review
10 set forth a plan to provide proper notice to the Class of the terms of the Settlement and the
11 options available to the Class, including the ability of the Class Members to submit a Request
12 for Exclusion to the Settlement (opt-out) and not be bound by the Settlement Agreement or
13 receive any Individual Class Payment under it; to object to the terms of the Settlement; or to do
14 nothing and receive an Individual Class Payment and be bound by the terms of the Settlement.
15 Plaintiff has submitted to the Court a proposed Class Notice.

16 As a result, for good cause appearing, **IT IS HEREBY ORDERED THAT:**

17 1. The Court hereby preliminarily approves the proposed Settlement upon the
18 terms, conditions, and all release language set forth in the Settlement Agreement.

19 2. The Court conditionally certifies and approves, for settlement purposes only, the
20 Class described above.

21 3. For the purposes of this Settlement, David Keledjian, Esq., David Arakelyan,
22 Esq., Enoch J. Kim, Esq., and Marta Manus, Esq. of D.Law, Inc. ("Class Counsel") are hereby
23 preliminarily appointed as Class Counsel and shall represent the Class Members in this Action.
24 Any Class Member may enter an appearance in the Action, at their own expense, either
25 individually or through counsel of their own choice; however, if they do not enter an appearance,
26 they will be represented by Class Counsel.

27 4. For the purposes of this Settlement, Plaintiff Eric Cardenas is hereby
28 preliminarily appointed as the Class Representative for the Class.

1 5. The Court appoints Apex Class Action LLC, as the Administrator. The
2 procedures for paying the Administration Expense Payment, as set forth in the Settlement
3 Agreement, are approved. Apex Class Action LLC is directed to perform all responsibilities of
4 the Administrator as set forth in the Settlement Agreement. Once entered, Apex Class Action
5 LLC, will also post the Judgment in this matter on its website.

6 6. The Court hereby approves, as to form and content, the Class Notice attached as
7 Exhibit A to the Settlement Agreement (the "Notice"). The Court finds that the dates and
8 procedure for mailing and distributing the Notice in the manner set forth in Paragraph 7 of this
9 Order meet the requirements of due process and are the best notice practicable under the
10 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

11 7. The Court directs the mailing of the Court-approved Notice via first class mail to
12 the Class Members in accordance with the schedule and procedures set forth in the Settlement
13 Agreement.

14 a. No later than fourteen (14) calendar days of the date of preliminary approval
15 of this Settlement, Defendant shall provide to the Administrator the Class
16 Data; and

17 b. Within seven (7) calendar days of receiving the Class Data from Defendant
18 the Administrator shall mail by First-Class United States mail the Notice to
19 each Class Member. The Administrator shall conduct a National Change of
20 Address database search before mailing and will also use the most recent
21 address available to the Administrator for mail delivery. Any returned mail
22 with a forwarding address from the U.S. Postal Service shall be promptly re-
23 mailed to the new address. The Administrator shall perform a skip trace
24 search for a new address for any returned mail without a forwarding address.

25 8. The procedures for Class Members to opt-out by submitting a Request for
26 Exclusion, as set forth in the Notice and Settlement Agreement, are approved. The time for
27 Class Members to submit a Request for Exclusion shall be sixty (60) days after the date of the
28 first mailing of the Notices. This date shall be extended by fourteen (14) calendar days if the

1 Notice is returned as undeliverable and then remailed to a correct or forwarding address of a
2 Class Member.

3 9. The procedures for Class Members to object to the Settlement, as set forth in the
4 Notice and Settlement Agreement, are approved. The time for Class Members to object to the
5 Settlement shall be sixty (60) days after the date of the first mailing of the Notices. This date
6 shall be extended by fourteen (14) calendar days if the Notice is returned as undeliverable and
7 then remailed to a correct or forwarding address of a Class Member. Class Members may appear
8 at the Final Approval Hearing, on their own or through a counsel retained at their expense, to
9 present their objection, whether or not they submitted a prior written objection as provided in
10 the Settlement Agreement.

11 10. The procedures for Class Members to dispute the number of workweeks worked,
12 as set forth in the Notice and Settlement Agreement, are approved. The time for Class Members
13 to submit a workweek dispute shall be sixty (60) days after the date of the first mailing of the
14 Notices. This date shall be extended by fourteen (14) calendar days if the Notice is returned as
15 undeliverable and then remailed to a correct or forwarding address of a Class Member.

16 11. The Court hereby preliminarily approves the definition and disposition of the
17 Gross Settlement Amount as that term is defined in the Settlement Agreement as well as the
18 non-monetary relief provided in the Settlement Agreement. The Court preliminarily approves
19 the distribution of the Gross Settlement Amount; all subject to the Court's final approval of the
20 Settlement at the Final Approval Hearing. Assuming the Settlement receives final approval,
21 Defendant shall be required to pay only the Gross Settlement Amount in the total amount of
22 \$1,000,000 plus the employer's share of taxes due as a result of this Settlement.

23 12. A Final Approval Hearing (the "Hearing") shall be held on _____,
24 at _____ a.m./p.m. before the Honorable Elihu M. Berle in Department 6 of the Los Angeles
25 Superior Court. The purpose of such Hearing will be to: (a) determine whether the proposed
26 Settlement should be finally approved by the Court as fair, reasonable and adequate; (b)
27 determine the reasonableness of Class Counsel's request for attorneys' fees and costs and
28 amount to be awarded; (c) determine the reasonableness of the Class Representative's Service

1 Payment requested for the Class Representative and amount to be awarded; and (d) order entry
2 of Judgment in the Class Action, which shall constitute a complete release and bar with respect
3 to the Released Class Claims and Released PAGA Claims.

4 13. Class Counsel shall file and serve all papers in support of the Motion for Final
5 Approval and any application for reimbursement of attorneys' fees and costs, including any
6 costs associated with or incurred by the Administrator at least sixteen (16) court days before the
7 Final Approval Hearing.

8 14. The Court reserves the right to continue the date of the Final Approval Hearing
9 without further notice to the Class Members and retains jurisdiction to consider all further
10 applications arising out of or connected with the proposed Settlement. However, Class Counsel
11 or the Administrator will give notice to any objecting party of any continuance of the Final
12 Approval Hearing.

13 15. All further proceedings in this Action shall be stayed except such proceedings
14 necessary to review, approve, and implement this Settlement.

15 16. In the event: (i) the Court does not finally approve the Settlement as
16 contemplated by the Settlement Agreement; (ii) the Court does not enter a Final Approval Order
17 as contemplated by the Settlement Agreement, which becomes final as a result of the occurrence
18 of the Effective Date (as that term is defined by in the Settlement Agreement); or (iii) the
19 Settlement does not become final for any other reason, the Settlement and any related Class
20 certification shall be null and void and any order or judgment entered by this Court in
21 furtherance of the Settlement shall be deemed as void from the beginning. In such a case, the
22 Parties and any funds to be awarded under this Settlement shall be returned to their respective
23 statuses as of the date and time immediately prior to the execution of the Settlement, and the
24 Parties shall proceed in all respects as if no Class had been certified and the Settlement had not
25 been executed.

26 17. Neither the Settlement, preliminarily approved or not, nor any exhibit, document
27 or instrument delivered hereunder, nor any statement, transaction or proceeding in connection
28 with the negotiation, execution or implementation of the Settlement, shall be admissible in

1 evidence for any reason except as provided in the Settlement Agreement. The Court has made
2 no findings on the merits, and the Defendant has denied the allegations in the operative
3 complaint.

4 18. The Court hereby approves the PAGA portion of the Settlement.

5 19. The Court reserves exclusive and continuing jurisdiction over the Action for
6 purposes of supervising the implementation, enforcement, construction, administration, and
7 interpretation of the Settlement Agreement and Amendment pursuant to Code of Civil
8 Procedure section 664.6.

9 20. The Court hereby orders the Parties and the Administrator to carry out their
10 duties and obligations in accordance with the terms of the Settlement Agreement.

11
12 **GOOD CAUSE HAVING BEEN SHOWN, IT IS SO ORDERED.**

13
14 Dated: _____

Honorable Elihu M. Berle
Judge of the Superior Court