BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Fax: (858) 551-1232
Website: www.bamlawca.com
Email: kyle@bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

ARMANDO CARDENAS, an individual, on behalf of himself and on behalf of all persons similarly situated, and on behalf of the State of California, as a private attorney general,

Plaintiff,

vs.

HOTEL CLEANING SERVICES, INC., a corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **24CU002731C**

[PROPOSED] FINAL APPROVAL ORDER

Hearing Date: December 18, 2026
Hearing Time: 10:30 a.m.

Judge: Hon. Carolyn M. Caietti
Dept.: 70

Date Action Filed: July 24, 2024
Trial Date: Not set

The motion of Plaintiff Armando Cardenas ("Plaintiff") for an order finally approving the Class Action and PAGA Settlement Agreement ("Agreement") that memorializes the settlement ("Settlement") between Plaintiff and Defendant Hotel Cleaning Services, Inc. ("Defendant") and for payment of attorneys' fees and costs, service payment, and the fees of the Administrator, duly came on for hearing on December 18, 2026 before the Honorable Carolyn M. Caietti.

I.

FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending before the California Superior Court for the County of San Diego, and over all Parties to this litigation, including the Class and the Aggrieved Employees.

3. Based on a review of the papers submitted by Plaintiff and a review of the applicable law, the Court finds that the Gross Settlement Amount of Eight Hundred Seventy-Eight Thousand Dollars and Zero Cents ($878,000.00) and the terms set forth in the Agreement are fair, reasonable, and adequate.

4. The Court further finds that the Settlement was the result of arm's length negotiations conducted after Class Counsel had adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of the Settlement, the significant risks relating to certification, liability, and damages issues, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

5. On May 8, 2026, the Court granted preliminary approval of the Settlement. At this same time, the Court approved conditional certification of the Class for settlement purposes only. The Court also determined the group of Aggrieved Employees was manageable for settlement

purposes only.

Notice to the Class

6. In compliance with the Preliminary Approval Order, the Class Notice was mailed by first class mail to members of the Class at their last known addresses on or about June 18, 2026. Mailing of the Class Notice to their last known addresses was the best notice option under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the Settlement to the Class. The Class Notice given to the Class Members fully and accurately informed the Class Members of all material elements of the Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the Settlement; constituted valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information.

7. The Response Deadline for opting out of the Class or submitting written objections to the Settlement was August 17, 2026, which was extended by 14 days for re-mailed Class Notices. There was an adequate interval between mailing of the Class Notice and the response deadline to permit Class Members to choose what to do and act on their decision. A full opportunity has been afforded to the Participating Class Members to participate in this hearing, and all Participating Class Members and other persons wishing to be heard have been heard. Class Members also have had a full and fair opportunity to exclude themselves from the Settlement and Class. Accordingly, the Court determines that all Class Members who did not timely and properly submit a request for exclusion are bound by the Settlement and this Final Approval Order.

Fairness Of Settlement

8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48 Cal.App.4th 1794, 1801 (1996).

a. The settlement was reached through arm's-length bargaining between the parties during an all-day mediation before Jonathan Andrews, an experienced mediator of wage

and hour class and representative actions. There has been no collusion between the parties in reaching the Settlement.

b. Plaintiff's investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for both parties are experienced in similar employment class and representative action litigation. All counsel recommended approval of the Agreement.

d. The percentage of objectors and requests for exclusion is small. No objections were received. No requests for exclusion were received.

e. The participation rate is high. 286 Participating Class Members will be mailed a settlement payment, representing 100% of the overall Class.

9. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this action and is fair, reasonable and adequate compensation for the release of Class Members' claims and those related to the Aggrieved Employees, given the uncertainties and significant risks of the litigation and the delays that would ensue from continued prosecution of the action. The Agreement is approved as fair, adequate and reasonable and in the best interests of the Class Members.

Attorneys' Fees and Costs

10. A payment of $292,666 for attorneys' fees, representing one-third of the Gross Settlement Amount, and $20,549.47 for litigation costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested fees and expenses have been supported by Class Counsel's lodestar and billing statement.

Class Representative Service Payment

11. The Agreement provides for a Class Representative Service Payment of not more than $15,000 to Plaintiff, subject to the Court's approval. The Court finds that a Class Representative Service Payment in the amount of $15,000 to the Plaintiff is reasonable in light of

the risks and burdens undertaken by Plaintiff in the litigation and for his time and effort in bringing and prosecuting this matter on behalf of the Class.

Administration Expenses Payment

12. The Administrator shall calculate and administer the payment to be made to the Participating Class Members in the manner set forth in the Agreement, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payment to Plaintiff, distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings and perform the other remaining duties set forth in the Agreement. The Administrator has documented $10,750 in fees and expenses, and this amount is reasonable in light of the work performed by the Administrator.

PAGA Penalties

13. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount of $20,000, which shall be allocated as follows: 65% ($17,000) to the LWDA PAGA Payment and 35% ($7,000) to the Individual PAGA Payments to be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved Employees" are all individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California during the PAGA Period (May 17, 2023 through July 16, 2025). The Court finds the PAGA Penalties to be reasonable. All Aggrieved Employees will be sent their share of the PAGA Penalties and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

15. The certification of the Class for the purposes of settlement is confirmed. The Class is defined as follows:

> All individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California during the Class Period (July 24, 2020 through July 16, 2025).

16. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion ("opt out") from the Class. There were no individuals who requested exclusion from the Class.

17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes thereon within thirty (30) days of the Effective Date.

18. Class Counsel are to be paid attorneys' fees in the amount of $292,666 and costs in the amount of $20,549.47. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff or members of the Class.

19. The payment of the Class Representative Service Payment in the amount of $15,000 to Plaintiff is approved.

20. The payment of $10,750 to the Administrator for their fees and expenses is approved.

21. The PAGA Penalties in the amount of $20,000 are approved and shall be allocated in accordance with the Agreement.

22. The Agreement and this Settlement are not an admission by Defendant, nor is this Final Approval Order a finding, of the validity of any claims in the Action or of any wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for settlement purposes). Neither this Final Approval Order, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability whatsoever. Defendant has denied that it has done anything wrong and disputes all the claims in this Action. The entering

into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the Released PAGA Claims.

23. Notice of entry of this Final Approval Order shall be given to all Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order shall be posted on Class Counsel's website as set forth in the Class Notice to the Class. It shall not be necessary to send notice of entry of this Final Approval Order to individual Class Members. In accordance with California Code of Civil Procedure § 2699, Plaintiff shall serve this Final Approval Order on the LWDA.

24. If the Agreement does not become final and effective in accordance with the terms of the Agreement, then this Final Approval Order, and all orders entered in connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action.

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

25. Except as set forth in the Agreement and this Final Approval Order, Plaintiff, and all members of the Class, shall take nothing in the Action.

26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

27. The Parties are authorized to agree to and to adopt such amendments, modifications and expansions of the Agreement and all exhibits attached thereto which are consistent with this Final Approval Order and as approved by the Court.

28. Each party shall bear its own attorneys' fees and costs, except as otherwise provided in the Agreement and in this Final Approval Order.

29. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members release Defendant and the Released Parties from any and all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including the failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest thereon; failure to timely pay regular and final wages; the calculation of the regular rate of pay; wages lost from time rounding and timekeeping; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; payment for all hours worked, including off-the-clock work and uncompensated work time; failure to provide wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to reimburse for all necessary business expenses; unfair business practices; recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties; interest for claims for unpaid wages; and attorneys' fees and costs; claims based on the facts stated in the Operative Complaint under the California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 2800 and 2802); the Wage Orders of the California Industrial Welfare Commission; and California Business and Professions Code section 17200, et seq. (the " Released Class Claims"). This release excludes the release of claims not permitted by law, including, claims for vested benefits, unemployment insurance,

disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

30. "Released Parties" are defined as: Defendant and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, service providers, joint venturers, joint employers, co-employers, dual employers, alleged joint employers, alleged co-employers, alleged dual employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

31. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, as a representative for the State of California and the LWDA and on behalf of all Aggrieved Employees, completely release and discharge Defendant and Released Parties from any and all claims for the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, et. seq., that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice that occurred during the PAGA Period, including claims for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all necessary business expenses; payment for all hours worked, including off-the-clock work and rounded time; wage statements; failure to timely pay wages; and failure to timely pay final wages (the "Released PAGA Claims"). The Released PAGA Claims include claims based on the facts of the Operative Complaint and PAGA Notice that occurred during the PAGA Period for violation of the Wage Orders of the California Industrial

Welfare Commission and the following California Labor Code sections: 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 2800 and 2802). The foregoing release shall apply to all Aggrieved Employees, regardless of whether they exclude themselves from the Released Class Claims. The foregoing release shall not apply outside the PAGA Period.

32. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, Plaintiff releases and discharges the Defendant and the Released Parties as to Plaintiff's General Release, as set forth fully in paragraph 6.1 of the Agreement.

IT IS SO ORDERED.

Dated: _____

_____
HON. CAROLYN M. CAIETTI
JUDGE, SUPERIOR COURT OF CALIFORNIA