

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)
4 Kyle R. Nordrehaug (State Bar #205975)
5 Aparajit Bhowmik (State Bar #248066)
6 2255 Calle Clara
7 La Jolla, CA 92037
8 Telephone: (858) 551-1223
9 Fax: (858) 551-1232
10 Website: www.bamlawca.com
11 Email: kyle@bamlawca.com

12 Attorneys for Plaintiff

FILED
San Diego Superior Court

MAY 08 2026

Clerk of the Superior Court
By: A. Zarzoso, Deputy

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF SAN DIEGO

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

18 Plaintiff,

19 vs.

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

23 Defendants.

CASE NO.: 24CU002731C

~~[REVISED PROPOSED]~~ PRELIMINARY
APPROVAL ORDER

Hearing Date: May 8, 2026
Hearing Time: 10:30 a.m.

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

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

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28 PRELIMINARY APPROVAL ORDER

1 This matter has come before the Honorable Carolyn M. Caietti of the Superior Court of the
2 State of California, in and for the County San Diego, on May 8, 2026, for the motion by Plaintiff
3 Armando Cardenas (“Plaintiff”) for preliminary approval of the class and PAGA settlement with
4 Defendant Hotel Cleaning Services, Inc. (“Defendant”). The Court, having considered the briefs,
5 argument of counsel and all matters presented to the Court and good cause appearing, hereby
6 GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

7 **IT IS HEREBY ORDERED:**

8 1. The Court preliminarily approves the Class Action and PAGA Settlement
9 Agreement (“Agreement”) attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in
10 Support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action Settlement.
11 This is based on the Court’s determination that the Settlement set forth in the Agreement is within
12 the range of possible final approval, pursuant to the provisions of Section 382 of the California
13 Code of Civil Procedure and California Rules of Court, rule 3.769.

14 2. This Order incorporates by reference the definitions in the Agreement, and all
15 terms in this Order shall have the same meaning as set forth in the Agreement.

16 3. The Gross Settlement Amount is Eight Hundred Seventy-Eight Thousand Dollars
17 and Zero Cents (\$878,000.00). It appears to the Court on a preliminary basis that the settlement
18 amount and terms are fair, adequate and reasonable as to all potential Class Members when
19 balanced against the probable outcome of further litigation and the significant risks relating to
20 certification, liability and damages issues. It further appears that investigation and research have
21 been conducted such that counsel for the Parties are able to reasonably evaluate their respective
22 positions. It further appears to the Court that settlement at this time will avoid substantial
23 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
24 further prosecution of the Action. It further appears that the Settlement has been reached as the
25 result of serious and non-collusive, arms-length negotiations. The Court therefore preliminarily
26 finds that the Settlement is fair, adequate, and reasonable when balanced against the probable
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1 outcome of further litigation and the significant risks relating to certification, liability, and
2 damages issues.

3 4. The Agreement specifies an attorneys' fees request not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$23,000, and
5 proposed Class Representative Service Payment to Plaintiff in an amount not to exceed \$15,000.
6 The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service
7 payment, until the Final Approval Hearing.

8 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to
9 certification of a class for settlement purposes only. This stipulation will not be deemed
10 admissible in this or any other proceeding should this Settlement not become final. For settlement
11 purposes only, the Court conditionally certifies the following Class: "all individuals who are or
12 previously were employed by Defendant who were classified as non-exempt in the State of
13 California, but who did not sign arbitration agreements, during the Class Period." The Class
14 Period is July 24, 2020 through May 7, 2025.

15 6. The Court concludes that, for settlement purposes only, the Class meets the
16 requirements for certification under section 382 of the California Code of Civil Procedure in that:
17 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
18 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
19 community of interest amongst the members of the Class with respect to the subject matter of the
20 litigation; (c) the claims of Plaintiff are typical of the claims of the members of the Class; (d)
21 Plaintiff can fairly and adequately protect the interests of the members of the Class; (e) a class
22 action is superior to other available methods for the efficient resolution of this controversy; and (f)
23 counsel for the Class is qualified to act as counsel for the Class and Plaintiff is an adequate
24 representative of the Class.

25 7. The Court recognizes that Plaintiff and Defendant stipulate and agree that the group
26 of Aggrieved Employees subject to the Settlement is manageable for settlement purposes only.
27 The group of Aggrieved Employees subject to the Settlement is defined as: "all individuals who
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1 are or previously were employed by Defendant who were classified as non-exempt in the State of
2 California during the PAGA Period (May 17, 2023 through May 7, 2025).”

3 8. The Court provisionally appoints Plaintiff as the representative of the Class. The
4 Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel
5 for the Class.

6 9. The Court hereby approves, as to form and content, the Court Approved Notice of
7 Proposed Settlement of Class and PAGA Action and Hearing Date for Final Court Approval
8 (“Class Notice”) in the revised form attached hereto as Exhibit #1. The Court finds that the Class
9 Notice appears to fully and accurately inform the Class of all material elements of the proposed
10 Settlement, of the Class Members’ right to be excluded from the Class by submitting a written opt-
11 out request, and of each Class Member’s right and opportunity to object to the Settlement. The
12 Court further finds that the distribution of the Class Notice substantially in the manner and form
13 set forth in the Agreement and this Order meets the requirements of due process, is the best notice
14 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
15 entitled thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to
16 the terms set forth in the Agreement.

17 10. The Court hereby appoints ILYM Group, Inc. as the Administrator. No later than
18 fourteen (14) days after preliminary approval of the Settlement by the Court, Defendant shall
19 provide to the Administrator an electronic spreadsheet with the Class Data. The Administrator
20 will perform address updates and verifications as necessary prior to the mailing of the Class
21 Notice. Using best efforts to mail it as soon as possible, and in no event later than 14 days after
22 receiving the Class Data, the Administrator will mail the Class Notice Packets to all Class
23 Members (and Aggrieved Employees) via first-class U.S. Mail. Before mailing Class Notices, the
24 Administrator shall update Class Member addresses using the National Change of Address
25 database.

26 11. The Court hereby preliminarily approves the proposed procedure for exclusion
27 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
28

PRELIMINARY APPROVAL ORDER

1 from the Class as provided in the Class Notice by following the instructions for requesting
2 exclusion from the Class that are set forth in the Class Notice. All Requests for Exclusion must be
3 postmarked by no later than the Response Deadline, which is sixty (60) calendar days after the
4 date of the mailing of the Class Notice and be received by the Administrator. If the Class Notice
5 Packet is re-mailed, the Response Deadline will be extended an additional 14 days. Any such
6 person who chooses to opt out of and be excluded from the Class will not be entitled to any
7 recovery under the Class Action aspect of the Settlement and will not be bound by the class
8 portion of the Settlement or have any right to object, appeal or comment thereon. Class Members
9 who have not requested exclusion shall be bound by all determinations of the Court, the
10 Agreement, and the Final Approval Order. A Request for Exclusion may only opt out that
11 particular individual, and any attempt to effect an opt out of a group, class, or subclass of
12 individuals is not permitted and will be deemed invalid. Subject to the Court's final approval of
13 the Settlement, each Aggrieved Employee will be paid his/her allocation of the PAGA Penalties
14 and will remain bound by the release of the Released PAGA Claims, even if also deemed to be a
15 Class Member who opts out of the class aspect of the Settlement.

16 12. Any Class Member who has not opted out ("Participating Class Member") may
17 appear at the final approval hearing and may object or express their views regarding the
18 Settlement and may present evidence and file briefs or other papers that may be proper and
19 relevant to the issues to be heard and determined by the Court as provided in the Notice.
20 Participating Class Members will have until the Response Deadline, which is sixty (60) calendar
21 days from the date of the mailing of the Class Notice to submit their written objections to the
22 Administrator in accordance with the instructions in the Class Notice. If the Class Notice Packet
23 is re-mailed, the Response Deadline for written objections will be extended an additional 14 days.
24 Alternatively, Participating Class Members may appear at the Final Approval Hearing to make an
25 oral objection.

26 13. A Final Approval Hearing shall be held before this Court on December 17, 2026, at
27 10:30 a.m. in Department 70 at the San Diego County Superior Court to determine all necessary

28 PRELIMINARY APPROVAL ORDER

1 matters concerning the Settlement, including: whether the proposed settlement of the Action on
2 the terms and conditions provided for in the Agreement is fair, adequate and reasonable and
3 should be finally approved by the Court; whether the Final Approval Order should be entered
4 herein; whether the plan of allocation contained in the Agreement should be approved as fair,
5 adequate and reasonable to the Class Members and to finally approve attorneys' fees and costs, the
6 service payment, and the expenses of the Administrator. All papers in support of the motion for
7 final approval and for attorneys' fees, costs and service payments, to be heard at the Final
8 Approval Hearing, shall be filed with the Court and served on all counsel no later than sixteen (16)
9 court days before the hearing.

10 14. Neither the Settlement nor any exhibit, document, or instrument delivered
11 thereunder shall be construed as a concession or admission by Defendant in any way that the
12 claims asserted have any merit or that this Action was properly brought as a class or representative
13 action, and shall not be used as evidence of, or used against Defendant as, an admission or
14 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
15 omission by Defendant or with respect to the truth of any allegation asserted by any person.
16 Defendant has denied that it has done anything wrong and disputes all the claims in this Action.
17 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
18 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
19 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
20 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
21 evidence of a presumption, concession, indication or admission by Defendant of any liability,
22 fault, wrongdoing, omission, concession or damage.

23 15. In the event the Settlement does not become effective in accordance with the terms
24 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
25 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
26 and the Parties shall revert to their respective positions as of before entering into the Agreement,
27 and expressly reserve their respective rights regarding the prosecution and defense of this Action,

1 including all available defenses and affirmative defenses, and arguments that any claim in the
2 Action could not be certified as a class action and/or managed as a representative action. In such
3 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
4 referred to in litigation for any purpose.

5 16. The Court reserves the right to adjourn or continue the date of the final approval
6 hearing and all dates provided for in the Agreement without further notice to Class Members and
7 retains jurisdiction to consider all further applications arising out of or connected with the
8 proposed Settlement.

9 17. The Action is otherwise stayed and all trial and related pre-trial dates, if any, are
10 vacated, subject to further orders of the Court at the Final Approval Hearing.

11 **IT IS SO ORDERED.**

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13 Dated: 5/8/26


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15 _____
16 HON. CAROLYN M. CAIETTI
17 JUDGE, SUPERIOR COURT OF CALIFORNIA
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EXHIBIT #1

EXHIBIT 1

**NOTICE OF PROPOSED SETTLEMENT OF CLASS AND PAGA ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

*Cardenas v. Hotel Cleaning Services, Inc., Superior Court of the State of California,
County of San Diego, Case No. 24CU002731C*

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class action and California Private Attorneys General Act (“PAGA”) lawsuit (“Action”) against Defendant Hotel Cleaning Services, Inc. (“Defendant”), for alleged wage and hour violations. The Action is brought by Plaintiff Armando Cardenas (“Plaintiff”) and seeks payment of (1) wages, statutory penalties, and other relief for a Class of all individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California, but who did not sign arbitration agreements, during the Class Period (July 24, 2020 through May 7, 2025) (“Class Members”), and (2) civil penalties under the PAGA for 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 May 7, 2025) (“Aggrieved Employees”).

The Settlement includes the following: (1) a settlement of class claims (“Class Settlement”) and (2) a settlement of PAGA claims (“PAGA Settlement”). If the Court grants final approval of the Settlement, Defendant will pay a Gross Settlement Amount that will be used to fund, among other things: (1) Individual Class Payments to Class Members with respect to the Class Settlement and (2) payment of alleged PAGA Penalties, which will be allocated to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

Based on Defendant’s records and the Parties’ current assumptions, your share of the settlement of the class claims (referred to as your “Individual Class Payment”) is estimated to be <<\$_____>> (less withholding) and your share of the PAGA Penalties (“Individual PAGA Payment”) is estimated to <<be \$_____>>. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work for it in California during the PAGA Period.)

The above estimates are based on Defendant’s records showing that you worked <<_____>> Workweeks during the Class Period and you worked <<_____>> PAGA Pay Periods during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter an order that requires payments under the Settlement and requires Class Members and Aggrieved Employees to release their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the Settlement and be eligible to receive an Individual Class Payment and/or an Individual PAGA Payment (if any). As a Participating Class Member, though, you will give up your right to assert Class Period wage and hour claims and PAGA Period civil penalties claims (if any) against Defendant and others as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue wage and hour claims against Defendant. If you are an Aggrieved Employee, opting out of the Class Settlement will have no impact on your status as an Aggrieved Employee. You will still be eligible to receive an Individual PAGA Payment regardless of your participation in the Class Settlement. You cannot opt-out of the PAGA Settlement.

Defendant will not retaliate against you for any actions you take with respect to the Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. You will also be eligible to receive an Individual PAGA Payment if you are also an Aggrieved Employee. In exchange, you will give up your right to assert the wage and hour claims against Defendant and others that are covered by this Settlement (namely, the Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money as to the Class Settlement (put differently, you will not receive an Individual Class Payment) and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class

<p>The Opt-out Deadline is _____, 2026</p>	<p>Member. Non-Participating Class Members cannot object to any portion of the Settlement. See Section 7 of this Notice.</p> <p>However, you cannot opt-out of the PAGA Settlement. If you are also an Aggrieved Employee and exclude yourself from the Class Settlement, you will still be paid your Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a Request for Exclusion.</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by _____, 2026</p>	<p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the Class Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class and Aggrieved Employees. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable.</p> <p>See Section 8 of this Notice.</p>
<p>You Can Participate in the Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on _____, at _____ a.m., at the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101, in Department 70 before Judge Carolyn M. Caietti. This hearing may change as explained below in Section 9.</p> <p>You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice</p>
<p>You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods</p> <p>Written Challenges Must be Submitted by _____</p>	<p>The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many Workweeks you worked for Defendant in California during the Class Period and how many PAGA Pay Periods you worked for Defendant in California during the PAGA Period, respectively. The number of Workweeks during the Class Period and number of Pay Periods during the PAGA Period you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____, 2026. See Section 5 of this Notice</p>

1. Why did I get this Notice?

A proposed class and PAGA action settlement of the above-captioned action pending in the Superior Court of the State of California, in and for the County of San Diego (the “Court”), has been reached between Plaintiff and Defendant and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

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 May 7, 2025).

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written Class Action and PAGA Settlement Agreement (“Agreement”) and agreeing to ask the Court to enter an order ending the Action and enforcing the Agreement that memorializes the Settlement reached between the Parties, Plaintiff and Defendant have negotiated a resolution that is subject to the Court’s Final Approval. Both sides agree the Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any of Plaintiff’s claims or allegations. Plaintiff and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of Plaintiff’s claims and strength of Defendant’s defenses, and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members. The Court preliminarily approved the Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine whether to grant final approval of the Settlement.

2. What is this class action lawsuit about?

On July 24, 2024, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego (“Action”). The Action asserted class claims for unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest breaks, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to timely provide wages due during employment, and failure to pay sick wages. On August 30, 2024, Plaintiff filed a separate complaint alleging a single cause of action against Defendant for recovery of civil penalties and other monies pursuant to the PAGA, Cal. Labor Code §§ 2698, *et seq.*, in the Superior Court of the State of California, County of San Diego (“PAGA Action”).

On October 22, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint in the Action which added the claims from the PAGA Action to the Action. This First Amended Class Action and Representative Action Complaint in the Class Action is referred to as the “Operative Complaint”. Thereafter, the PAGA Action was dismissed without prejudice.

Defendant denies that it has done anything wrong and disputes all the claims in the Action. For example, Defendant contends that Plaintiff, the Class Members, and the Aggrieved Employees were, at all times, properly compensated under California law; that Plaintiff, the Class Members, and Aggrieved Employees were provided with meal periods and rest breaks in compliance with California law; Defendant did not fail to pay wages allegedly due during employment and at the time of termination; that Defendant complied with California wage statement and record

requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties or monies sought or that could have been sought in the Operative Complaint; or that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved Plaintiff to serve as the Class Representative, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant and the risk of litigation, the Parties concluded that it is in their best interests and the interests of the Class, the LWDA, and the Aggrieved Employees to settle the Action now on the terms summarized in this Notice. The Settlement was reached after mediation conducted by a third party neutral and arm's-length negotiations between the Parties. The Plaintiff and Class Counsel think the settlement is in the best interest of the Class Members. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as or amount to an admission of liability on the part of Defendant, who expressly denies all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. **Defendant has agreed to pay an "all in" amount of Eight Hundred Seventy-Eight Thousand Dollars and Zero Cents (\$878,000.00) (the "Gross Settlement Amount") to fund the Settlement.** The Gross Settlement Amount will be used to pay the Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant will fund the Gross Settlement Amount and the amount necessary to pay employer-side payroll taxes within thirty (30) days of the Effective Date. The Effective Date is the date the final approval order is entered, unless there are objections or an appeal, in which case the Effective Date is the date the approval order is final and no longer subject to appeal. The Administrator will mail checks for all settlement payments within fourteen (14) days of the funding of the settlement by Defendant.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Participating Class Members. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$12,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing requests for exclusions and disputes, and distributing settlement checks and tax forms.

- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$292,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$23,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than \$15,000 to the named plaintiff as a service payment, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$20,000 relating to Plaintiff's claims under PAGA, 65% (\$13,000) of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining 35% (\$7,000) will be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' thirty-five percent (35%) share of PAGA Penalties (\$7,000) 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. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day in California during the PAGA Period. The PAGA Period is May 17, 2023 through May 7, 2025.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Individual Class Payments to Participating Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion (the "Net Settlement Amount") shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$518,589.00. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member shall be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day in California. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks worked as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on an IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is to settle non-wage claims and requests for interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment and Individual PAGA Payment are conditioned upon the Court entering a final order granting final approval of the Settlement.

The Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement. It is also possible the Court will enter a final approval order that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

4. What Do I Release Under the Settlement?

Released Class Claims. 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.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. 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.

Released Parties. The "Released Parties" are: 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.

5. How much will my payment be?

Defendant's records reflect that you worked << _____ >> Workweeks during the Class Period (July 24, 2020 through May 7, 2025).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is << _____ >>.

[Defendant's records reflect that you worked << _____ >> PAGA Pay Periods during the during the PAGA Period (May 17, 2023 through May 7, 2025). Based on this information your estimated Individual PAGA Payment is << _____ >>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To receive money from the Settlement, you do not have to do anything. A check for your Individual Class Payment and Individual PAGA Payment (if any) will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: ILYM Group, Inc., _____, (800) _____.

The Court will hold a Final Approval Hearing on _____, at _____ a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after the hearing. If there are objections or appeals, resolving them can take time and delay the settlement, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by the terms of the Class Settlement, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Class Members who are also Aggrieved Employees who opt out of the Class Settlement will still

be paid their Individual PAGA Payment and will be bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed and dated request for exclusion (“opt-out”) postmarked no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax your request to opt out to _____ or email to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Cardenas v. Hotel Cleaning Services, Inc.* lawsuit. The request to opt-out should state the Class Member’s full name, address, and telephone number or email address. Please include the name and number of the case, which is *Cardenas v. Hotel Cleaning Services, Inc.*, Case No. 24CU002731C. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will be considered Participating Class Members and be bound by the Settlement and the releases described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Class Settlement. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the Settlement is fair, and a request stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel’s website at www.bamlawca.com under “Class Notices” for *Cardenas v. Hotel Cleaning Services* or on the Court’s website via the Register of Actions page for the California Superior Court for the County of San Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 24CU002731C.

A Participating Class Member who disagrees with any aspect of the Agreement (aside from the PAGA Settlement), the Motion for Final Approval, or the attorneys’ fees, litigation expenses and service payments may wish to object, for example, that the Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [forty-five (45) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email to _____. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Cardenas v. Hotel Cleaning Services, Inc.*, Case No. 24CU002731C, and include your name, current address, telephone number, email address, and approximate dates of employment for Defendant and sign the objection. The Administrator’s contact information is as follows:

Administrator:

Name of Company: ILYM Group, Inc.

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at his/her own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. If you do wish to appear at the hearing, check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.sdcourt.ca.gov/virtualhearings>. You may also have the option to appear at the hearing by audio or video. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

Adrienne L. Conrad
Marco A. Garcia
JACKSON LEWIS P.C.
225 Broadway, Suite 1800
San Diego, CA 92101

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at _____ a.m. (Pacific Standard Time) on _____, in Department 70 of the Superior Court of California, County of San Diego, located at 330 West Broadway, San Diego, California 92101, before Judge Carolyn M. Caietti. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.sdcourt.ca.gov/virtualhearings>.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Cardenas v. Hotel Cleaning Services*. In addition, hearing dates are posted on the Internet via the Register of Actions page for the California Superior Court for the County of San Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 24CU002731C.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Cardenas v. Hotel Cleaning Services* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Final Approval Order, the motion for final approval and for attorneys' fees and costs or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Cardenas v. Hotel Cleaning Services*, where these documents will be posted as they become available. You may also get more details by examining the Court's file on the Internet via the Register of Actions for the San Diego County Superior Court (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 24CU002731C. If you wish to view the Court files in person, you must go to the Clerk's Office at the Hall of Justice, 330 West Broadway, San Diego, CA 92101.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail To Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date will be printed on the check. If you fail to cash your check by the expiration date, the Administrator shall direct the unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in your name. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.
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