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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

SALVADOR CHAVEZ, in his representative
capacity on behalf of the State of California
and fellow Aggrieved Employees,

Plaintiffs,

vs.

HTL CONRAD DOMESTIC, LLC, a
Delaware limited liability company; HLT
CONRAD DOMESTIC EMPLOYER, LLC;
and DOES through 50, Inclusive,

Defendants.

Case No.: 37-2020-00016193-CU-OE-CTL

[Assigned for all purposes to Hon. John S. Meyer,
Dept. C-64]

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION TO APPROVE THE
SETTLEMENT AGREEMENT PURSUANT
TO THE LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004**

Related Case: 37-2020-00023101-CU-OE-CTL

Related Case: 37-2021-00000849-CU-OE-CTL

Date: April 29, 2022

Time: 10:30a.m.

Judge: Hon. John S. Meyer

Dept: C-64

1 I, JEAN-CLAUDE LAPUYADE, declare as follows:

2 1. I am the managing partner of the law firm of JCL Law Firm, APC, co-lead counsel
3 of record for Plaintiff SALVADOR CHAVEZ (“Plaintiff”) in this matter. As such, I am fully
4 familiar with the facts, pleadings and history of the matter. The following facts are within my own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated
6 herein.

7 2. This declaration is being submitted in support of the motion by Plaintiff for an order:
8 approving the settlement in this Private Attorneys General Act (“PAGA”) action with Defendants
9 HTL CONRAD DOMESTIC, LLC and HLT CONRAD DOMESTIC EMPLOYER, LLC.
10 (“Defendant”).

11 **I. SETTLEMENT AGREEMENT AND LWDA FILINGS (EXHAUSTION OF**
12 **ADMINISTRATIVE REMEDIES UNDER PAGA**

13 3. A true and correct copy of the fully executed Settlement Agreement and Release of
14 all Claims (“Agreement”) is attached as Exhibit #1.

15 4. A true and accurate copy of Plaintiff Chavez’s April 20, 2020, PAGA Notice is
16 attached hereto as Exhibit #2.

17 5. A true and accurate copy of Plaintiff Capps’s April 20, 2020, PAGA Notice is
18 attached hereto as Exhibit #3.

19 6. A true and accurate copy of Plaintiff Jimenez’s January 6, 2021, PAGA Notice is
20 attached hereto as Exhibit #4.

21 7. True and correct copies of the April 7, 2022 proof of filing of the Motion for PAGA
22 Settlement Approval and Settlement Agreement, is attached hereto as Exhibit #5.

23 8. The 65-day “waiting period” on Plaintiffs’ right to file a civil action under PAGA,
24 see Cal. Lab. Code § 2699.3(a)(2)(A), lapsed without the LWDA notifying Plaintiffs that they
25 intended to investigate the claims in the PAGA Notice. To date, the LWDA still has not advised
26 any of the Plaintiffs of any intent to take action with respect to the claims in the PAGA Notice.

27
28 ///

1 **II. FACTUAL AND PROCEDURAL BACKGROUND**

2 9. After previously scheduling and cancelling an April 2021 mediation with Steven
3 Rottman, Esq., the Parties attended a full day mediation session with experienced wage and hour
4 mediator Tripper Ortman, Esq. on October 1, 2021

5 10. In advance of the mediation, the Parties discussed the basis of Plaintiffs' legal claims
6 under the Labor Code sections asserted and the legal authorities for and against Plaintiffs' theories
7 of liability. In connection with the mediation, Defendants provided the number of aggrieved
8 employees, pay periods at issue, and more than 1 million unique cells time and payroll data for the
9 aggrieved employees. The informal discovery also included the number of pay periods at issue with
10 payment for shift differentials and/or overtime wages during the PAGA period, and the wage
11 statements encompassed by Plaintiffs' claims. Plaintiff was able to utilize this information to
12 conduct a penalty exposure analysis. After independently analyzing and investigating the facts and
13 law relevant to the Plaintiffs' claims, the parties outlined their respective positions in mediation
14 briefs for Mr. Ortman.

15 11. During the mediation, the Parties debated the strengths and weaknesses of Plaintiffs'
16 claims and Defendants' defenses thereto and the scope of employees whom Plaintiffs could
17 represent even if Plaintiffs' legal claims had merit.

18 12. The mediation concluded without a settlement, but the Action settled subsequently
19 after all sides agreed to a Mediator's proposal which was memorialized in the form of a
20 Memorandum of Understanding ("MOU"). Without admitting or conceding any liability or
21 damages whatsoever, the Parties have agreed to fully and finally resolve the Action pursuant to the
22 terms and conditions of this Settlement Agreement

23 **III. THE SETTLEMENT AGREEMENT IS FAIR, ADEQUATE, AND REASONABLE**

24 13. All of the factors that would give rise to a presumption of fairness in the context of
25 a class action settlement are present in this PAGA action. The Settlement Agreement is the product
26 after arms' length bargaining facilitated by neutral mediator, including a full-day mediation, at the
27 conclusion of which the case did not settle, and several months of follow-up negotiations through
28 Mr. Ortman.

1 14. The mediation was proceeded by a discussion of the facts and law applicable to
2 Plaintiffs' claims, the exchange of data about the Aggrieved Employees sufficient for the Parties to
3 meaningfully evaluate the merits of Plaintiffs' claims and the scope of any potential recovery under
4 PAGA, and each party independently analyzing Plaintiffs' claims in a mediation brief prepared for
5 the mediator.

6 15. There are approximately 1,358 aggrieved employees who worked a collective total
7 of approximately 32,372 pay periods during the PAGA period in the data set provided.

8 16. Without stacking the PAGA penalties, the total maximum exposure is estimated at
9 approximately \$3,237,200 in PAGA penalties (32,372 pay periods X \$100 per pay period).

10 17. The Gross Settlement Amount of \$850,000 reflects a compromise of the parties'
11 respective positions rather than a finding of liability at trial and awarding of maximum penalties
12 under the PAGA. In this regard, Defendants have denied and continue to deny all allegations of
13 wrongdoing arising out of the employment relationship between the Parties including the Aggrieved
14 Employees. Moreover, Defendants have raised several defenses to the PAGA claims that could be
15 persuasive to the Court.

16 18. Ultimately, litigating this case to judgment could require significant time and
17 expense and potential risk that the Court may not award the full penalties requested. Plaintiffs'
18 Counsel are experienced and fully understand the inherent risks and uncertainty involved with such
19 matters as the outcome of the potential trial and the outcome of any appeals that would inevitably
20 follow should Plaintiffs prevail at trial.

21 19. The Gross Settlement Amount is approximately 26.26% of the maximum penalties
22 that could have been awarded by this Court which is consistent with settlements approved by
23 numerous courts. *See, e.g., In re Mego Fin. Corp. Secs. Litig.*, 213 F.3d 454, 459 (9th Cir.2000);
24 *Bellinghausen v. Tractor Supply Co.*, No. 13-CV-02377-JSC, 2015 WL 1289342, at *6 (N.D. Cal.
25 Mar. 20, 2015); *Van Ba Ma v. Covidien Holding Inc.*, U.S. Dist. Ct. Case No. 8:12-cv-02161 (C.D.
26 Cal. 2014).

27 20. In sum, based on the reasoning and analysis above, this settlement is fair, reasonable,
28 and consistent with the PAGA's policies and purposes under these circumstances.

1 **IV. LOADSTAR**

2 21. The PAGA allows a prevailing plaintiff to recover reasonable attorneys' fees. See
3 Cal. Lab. Code § 2699(g). In recognition of this, the Settlement Agreement allows Plaintiffs'
4 counsel to request 1/3 of the Gross Settlement Amount, \$283,333.33 in attorneys' fees.

5 22. Attached hereto as Exhibit #6 is a true and correct copy of the Time and Billing
6 Journal for the attorneys and staff at the JCL Law Firm, APC as of April 7, 2022. The time and
7 billing journal includes time for supervising attorney Jean-Claude Lapuyade, Esq., and case
8 paralegal Tesla Stone. To the best of my knowledge, each entry was made contemporaneously
9 and in the ordinary and usual course of business. The attached Billing Journal shows that the JCL
10 Law Firm, APC billed a total of 141 hours for a total of \$60,750.00 successfully litigating this
11 action at rates of \$150 (paralegal) and \$550 (supervising attorney).

12 23. The JCL Law Firm's rates are comparable to those judicially approved for other
13 plaintiff's firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to
14 \$390-\$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-
15 \$750 for partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$695 for
16 partners). See *Aarons v. BMW of North America*, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS
17 118442, *40-41 (C.D. Cal. Apr. 29, 2014). Other Southern California courts have approved hourly
18 rates in the requested range. See e.g., *Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS
19 91636, *24 (C.D. Cal. June 28, 2013) (approving hourly rates of \$650 -\$800 for senior attorneys
20 in consumer class action); *Parkinson v. Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D.
21 Cal. 2010)(approving hourly rates between \$445 and \$675); *Faigman v. AT&T Mobility, LLC*,
22 2011 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb. 15, 2011)(Approving hourly rates of \$650 an
23 hour for partners and \$500 for associates); *Richard v. Ameri-Force Mgmt. Servs., Inc.*, No 37-
24 2008-00096019 (San Diego Superior Court, August 27, 2010)(\$695 to \$750 an hour for partners
25 and \$495 for associates); *Barrera v. Gamestop*, No. CV 09-1399 (C.D. Cal. Nov. 29, 2010)(\$700
26 for partners and \$475 for associates); *Anderson v. Nextel Retail Stores, LLC*, No. CV 07-4480
27 (C.D. Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for associates); *Luquetta v.*
28 *Regents of Cal.*, CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012 partner rates between

1 \$550 and \$850 per hour); and *Holoway v. Best Buy Co.*, C-05-5056-PJH (MEJ)(N.D.
2 Cal.)(approving 2011 partner rates between \$825 and \$700, and associates hourly rates between
3 \$355 and \$405 an hour).

4 24. Moreover, JCL Law Firm, APC's billing rates have been approved multiple times
5 within the last twelve months by California Superior Court judges. (*See generally Rodriguez v.*
6 *RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS 2023354 (July 30,
7 2021 – Hon. David Cohn approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq.
8 as Class Counsel in a \$1,450,000 wage and hour class action settlement); *Stevens et al., v. Bank*
9 *of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL
10 (October 16, 2020 – Hon. John Meyer approved \$500 billing rate and appointed JCL Law Firm
11 as Class Counsel), *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-
12 00036147 (October 9, 2020 – Hon. Kenneth Medel approved \$500 billing rate and appointed JCL
13 Law Firm as Class Counsel.); *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior
14 Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones approved \$500 billing
15 rate and appointed JCL Law Firm as class counsel.); *Conner v. Ascendant Marketing, LLC et al.*,
16 San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 – Hon. Joel
17 Wohlfeil approved \$500 billing rate and appointed JCL Law Firm as Class Counsel.).

18 25. Additionally, the attorneys and staff at co-counsel the Diversity Law Group, Zakay
19 Law Group, APLC, Potter Handy, LLP, David Lee Law, APC, and Law Offices of Choi &
20 Associates, APLC, worked a total of 489.1 hours successfully prosecuting this action for a
21 loadstar of \$280,375.50. Each of the aforementioned time and billing totals are detailed in the
22 declarations of Larry W. Lee, Esq., David J. Lee, Esq., Shani O. Zakay, Esq., Eddie Choi, Esq.,
23 and Jim Treglia, Esq., filed concurrently herewith.

24 26. Plaintiffs' counsel will be splitting the approved fees as follows: 25 % to JCL Law
25 Firm, APC; 25% to Zakay Law Group, APLC; 25% to Diversity Law Group, PC, Law Offices of
26 Choi & Associates, APLC; and David Lee Law, APC; and 25% to Potter Handy LLP, which the
27 Plaintiffs have previously authorized in writing.
28

27. Collectively, Plaintiff's Counsel spent a total of 630.1 hours successfully litigating this matter for a total combined loadstar of \$341,125.50 and is summarized by firm below:

<u>Firm</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC	141	\$60,750.00
Zakay Law Group, APLC	111.1	\$51,200.00
Potter Handy, LLP	256.2	\$147,725.50
Diversity Law Group	30.1	\$22,575.00
Law Office of Choi & Associates	58.7	\$44,025.00
David Lee Law, APC	33	\$14,850.00
	630.1	\$341,125.50

V. LITIGATION COSTS

28. Attached hereto as Exhibit #7 is a true and correct copy of the JCL Law Firm, APC's "Transaction Summary" detailing the JCL Law Firm, APC's actually incurred litigation expenses for this matter as of April 7, 2022. As shown in detail in the attached transaction summary, the JCL Law Firm, APC, incurred a total of \$12,278.94 in litigation costs prosecuting this action. These costs are exclusive of the costs incurred by co-counsel.

29. Collectively, Plaintiffs' Counsel incurred a total of \$31,318.62 as detailed below:

<u>Firm</u>	<u>Costs</u>
JCL Law Firm, APC	\$12,278.94
Zakay Law Group, APLC	\$5,544.20
Potter Handy, LLP	\$5,073.33
Diversity Law Group	\$461.36
Law Office of Choi & Associates	\$7,960.79
David Lee Law, APC	\$0.00
Total	\$31,318.62

30. All of Plaintiff's Counsel's out-of-pocket expenses are the types of expenses normally charged to paying clients including the following: filing fees; copying; telephone;

1 postage; factual and legal research charges; mediation fees; expert costs and travel expenses,
2 which were all incurred during, and were necessary for the successful prosecution of, the litigation
3 and, therefore, should be reimbursed.

4 31. Class Counsel now requests reimbursement for those incurred litigation expenses
5 and costs in the amount up to \$25,000 as provided for in the Settlement Agreement and based
6 upon Plaintiff Counsel's billing records.

7 **VI. REPRESENTATIVE SERVICE AWARDS**

8 32. Plaintiffs have requested, and Defendants do not oppose, Enhancement Awards in
9 the amount of Seven Thousand-Five Hundred Dollars (\$7,500) to Plaintiff Capps, Five Thousand
10 Dollars (\$5,000) to Plaintiff Chavez and Five Thousand Dollars (\$5,000) to Plaintiff Jimenez,
11 pursuant to the terms of the Settlement Agreement. Plaintiffs request that this Court approve such
12 service payments in light of the efforts Plaintiffs put into this case, and the excellent result
13 achieved.

14 33. Plaintiffs understood that the filing of this action was a matter of public action and
15 this was being prosecuted on a representative basis. Plaintiffs further understood that a
16 representative action would take longer in litigation than an individual action and undertook such
17 risks. Plaintiffs did not incur any expenses, but have expended a significant amount of time on
18 this matter. Plaintiffs spent **many** hours discussing this matter with their respective counsel on a
19 number of occasions, including providing substantive information regarding Defendants' practices,
20 and providing documents related to their own claims and the claims of the Aggrieved Employees.
21 As part of their duties as PAGA Representatives, Plaintiffs provided invaluable information,
22 evidence, and documents that resulted in this settlement.

23 34. Plaintiffs assumed these risks alone and the Aggrieved Employees will reap the
24 benefits through this settlement. The Aggrieved Employees did not have to file individual
25 lawsuits and bear the risks of payment of fees and costs if they did not prevail, nor did they have
26 to face the potential for retaliation. These are significant benefits, even apart from the time
27 Plaintiffs spent working on this case, that weigh in favor of granting the requested enhancement.
28

35. This litigation has resulted in a significantly valuable benefit to the Aggrieved Employees, and the Plaintiffs took a substantial risk and sacrifice in helping to get this financial benefit to the Aggrieved Employees. As such, the enhancement should be awarded to the named Plaintiffs for their commitment, dedication, and risks taken for this litigation. Accordingly, the court should find that the enhancement is fair and reasonable.

VII. SETTLEMENT ADMINISTRATION

36. Because the Settlement Agreement requires payments not only to Plaintiffs, Plaintiffs' counsel, and the LWDA, but also to approximately 1,358 current and former nonexempt employees in proportion to the number of pay periods each Aggrieved Employee received, significant time and effort will be required to administer the Settlement Agreement if it is approved by this Court. Among other things, each Aggrieved Employee's share of the Aggrieved Employee Settlement Award must be calculated; taxes must be reported and appropriate tax forms must be issued to all parties who receive payments under the Settlement Agreement; payments must be mailed to Plaintiffs, Plaintiffs' counsel, the LWDA, and each Aggrieved Employee; and any checks not cashed by Aggrieved Employees must be voided so that the unclaimed amount can be reallocated to the LWDA.

37. In contemplation of these expenses, the Parties have engaged ILYM Group, Inc. ("ILYM") to act as a third-party settlement administrator. ILYM has extensive experience administering PAGA matters. ILYM has agreed to an amount that will not exceed the fee of \$12,000.00 to administer this settlement. ILYM was chosen by the Parties based on a bid submitted by ILYM to the Parties' counsel, which was the lowest bid obtained. A true and correct copy of the ILYM administration bid is attached hereto as Exhibit #8.

VIII. JCL LAW FIRM EXPERIENCE

38. The JCL Law Firm, APC has extensive class action experience in multiple fields and has represented tens-of-thousands of persons in class actions. The JCL Law Firm, APC has previously litigated similar wage and hour class actions involving similar meal and rest period violations. The JCL Law Firm, APC has been approved as class counsel in similar wage and hour class actions throughout the State of California, including in the Superior Court for the County of

1 San Bernardino. As such, courts throughout the California have deemed Class Counsel
2 experienced and knowledgeable in this area of law. Class Counsel has participated in every aspect
3 of the settlement discussions and has concluded the settlement is fair, adequate and reasonable
4 and in the best interests of the Class.

5 39. Plaintiff and the Aggrieved Employees are represented by competent and
6 experienced counsel to pursue their claims. I established the JCL Law Firm, APC (“Firm”), in
7 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and consumers
8 throughout California in wage and hour class actions, PAGA Actions and complex multi-party
9 product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq.
10 (Partner/Owner), Eduardo Garcia (Associate), Tesla Stone (Paralegal), and Leilani Edmunds
11 (Legal Secretary).

12 40. I am qualified to represent the Plaintiff, the State of California and the Aggrieved
13 Employees. I have extensive experience with wage and hour class and representative actions
14 litigation like this matter, and employment matters in general. Additionally, I have extensive
15 complex mass tort litigation experience and complex construction product liability experience. I
16 can, will and have adequately represented the interests of the Plaintiff, the State of California and
17 the Aggrieved Employees throughout this action.

18 41. I have represented consumers and employees in California class actions, and
19 complex multi-party product liability actions exclusively for more than 15 years. I have been in
20 practice as a plaintiffs’ civil litigation attorney since April 2007.

21 42. I have significant class counsel and collective action counsel experience. I served as
22 class and/or collective (PAGA) counsel in, among other cases, the following matters:

23 a. *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No.
24 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar
25 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The
26 Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel
27 for the State of California.
28

1 b. *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-
2 DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and
3 PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm,
4 APC acted as class counsel for the settlement class and as representative PAGA counsel the
5 State of California and the Aggrieved Employees.)

6 c. *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No.
7 STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5
8 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period
9 premiums and appointed Jean-Claude Lapuyade, Esq, as Class Counsel.)

10 d. *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No.
11 CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate
12 and appointed Jean-Claude Lapuyade, Esq, as Class Counsel in a wage and hour class action
13 settlement.)

14 e. *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case
15 No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and
16 PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the
17 JCL Law Firm, APC as Class Counsel)

18 f. *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court
19 Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson
20 approved \$550 billing rate in a representative California Labor Code Private Attorney
21 General Act settlement).

22 g. *Jer Vang v. Bridge Property Management*, Alameda County Superior Court,
23 Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA
24 settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class
25 counsel for the settlement class and as representative PAGA counsel the State of California
26 and the Aggrieved Employees.)

27 h. *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior
28 Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA

1 Settlement negotiated on behalf of the State of California and the aggrieved employees by
2 the JCL Law Firm, APC.)

3 i. *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles
4 Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle
5 appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA
6 settlement for, *inter alia*, missed meal and rest periods.)

7 j. *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court,
8 Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA
9 Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted
10 as counsel for the plaintiff, the State of California and the Aggrieved Employees.)

11 k. *Stevens et al., v. Bank of England*, San Diego County Superior Court Case
12 No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL
13 Law Firm as Class Counsel and granted final approval of wage and hour class action for,
14 *inter alia*, off-the-clock work.)

15 l. *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-
16 00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class
17 Counsel and granted final approval of wage and hour class action for off-the-clock work.)

18 m. *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court
19 Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm
20 as class counsel and granted final approval of wage and hour class action for meal period
21 violations.)

22 n. *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case
23 No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval
24 of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC
25 acted as lead counsel.)

26 o. *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No.
27 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement
28 for, *inter alia*, missed meal and rest periods. JCL LAW Firm, APC, acted as lead counsel.)

1 p. *Moreno v. Dash Lube, et al.*, United States District Court, Southern District
2 of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class
3 certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class
4 Counsel.)

5 q. *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior
6 Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL
7 Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class
8 action settlement arising out of Civil Code Section 1940.1.)

9 r. *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-
10 00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class
11 counsel and granted final approval of wage and hour class action for unpaid overtime.)

12 s. *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No
13 Case No. 37-2018-00043601 (May 31, 2019 – Hon, Gregory Pollack appointed JCL Law
14 Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class
15 action settlement involving nearly 900 current and former employees. Final approval
16 scheduled for October 4, 2019)

17 t. *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case
18 No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC,
19 as Class Counsel and granted final approval for a wage and hour class action settlement for
20 *inter alia*, missed meal and rest periods and independent contractor misclassification.)

21 u. *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-
22 2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW
23 Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class
24 action settlement involving misclassified house cleaners.)

25 v. *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No.
26 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an
27 unlawful housing class action arising under Civil Code Section 1940.2)
28

1 w. *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior
2 Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W.
3 Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a
4 wage and hour class action settlement for meal and rest period violations);

5 x. *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court
6 Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law
7 Firm, APC, as Class Counsel and granted final approval for a wage and hour class action
8 settlement involving claims for on duty meal and rest periods.);

9 y. *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior
10 Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)

11 z. *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-
12 00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest
13 periods)

14 aa. *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-
15 2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee
16 misclassification);

17 bb. *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case
18 No. BC617160 (2017 - Certified and settled wage and hour class action.);

19 cc. *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court
20 Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);

21 dd. *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-
22 00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing
23 practices arising out of Civil Code Section 1940.1);

24 43. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a
25 favorable verdict for the firm's clients.

26 44. Finally, I have published appellate experience in *William Blanchette et al., v. The*
27 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521.
28

45. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see https://www.superlawyers.com/about/selection_process.html.)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 8th day of April 2022, at San Diego, California.

By: [Signature]

Jean-Claude Lapuyade, Esq.

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (“Settlement Agreement”) is made and entered into between Plaintiffs Salvador Chavez (“Chavez”), Rodger Capps (“Capps”), and Sergio Jimenez (“Jimenez”) (collectively “Plaintiffs”) acting in a private attorney general capacity on behalf of the State of California and Defendants HLT Conrad Domestic LLC and HLT Conrad Domestic Employer LLC (collectively “Defendants” or “Hilton”).

I. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” means the following PAGA actions: *Salvador Chavez v. HLT Conrad Domestic LLC*, SDSC Case No. 37-2020-00016193-CU-OE-CTL filed May 26, 2020. LWDA notice letter filed April 20, 2020, LWDA No.: LWDA-CM-783733-20, alleging violations of California Labor Code Sections §§ 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, Applicable Industrial Welfare Commission Wage Orders, and Pursuant to California Labor Code Section 2699.3; *Rodger Capps v. HLT Conrad Domestic Employer LLC*, SDSD Case No. 37-2020-00023101-CU-OT-CTL filed July 6, 2020. LWDA notice letter filed April 3, 2020, alleging violations of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226, 226.7, 1194, 1194.2, 1197, 1197.1, 1198, 1199, Applicable Industrial Welfare Commission Wage Order 5-2001, and Pursuant to California Labor Code Section 2699.3; and *Sergio Jimenez v. HLT Conrad Domestic LLC*, SDSC Case No. 37-2021-00000849-CU-OE-CTL. LWDA notice letter filed January 6, 2021, alleging violations of California Labor Code Sections §§ 201, 202, 203, 204, 226, 226(a), 246, and Pursuant to California Labor Code Section 2699.3 (collectively, the “Action”).

2. “Aggrieved Employees” mean “all current and former non-exempt employees of Defendants employed in California at the Hilton San Diego Bayfront and/or Parc 55 Hotel during the PAGA Period.” The PAGA Period means “the period beginning on April 3, 2019 and ending December 16, 2021.”

3. “Court” means the Superior Court of California, County of San Diego.

4. “Hilton” and/or “Defendants” means HLT Conrad Domestic LLC and HLT Conrad Domestic Employer LLC.

5. “Released Parties” means HLT Conrad Domestic LLC and HLT Conrad Domestic Employer LLC, collectively, and any of their present and former parent corporations, members, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, Hilton San Diego Bayfront and Parc 55 Hotel ownership entities (including, but not limited to, One Park Boulevard, LLC and P55 Hotel Owner LLC) and their respective affiliates, subsidiaries, divisions, members, partners, predecessors, insurers, successors and assigns, and all current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities,

and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

6. “Hilton’s Counsel” means the law firm of Jackson Lewis P.C.

7. “Effective Date” means the earliest date, following entry by the Court of an order and judgment finally approving this settlement upon which one of the following have occurred:

- a. If no objection is filed to the settlement and no objector appears at the hearing of final approval, ten (10) calendar days following the Court’s entry of the order granting approval.
- b. If an objection is filed to the settlement and/or an objector appears at the hearing of final approval, then the earlier of the following:
 - (1) The expiration of all potential appeal periods without filing of a notice of appeal of the final approval order or judgment; or
 - (2) final affirmance of the approval order and judgment by an appellate court as a result of any appeal(s); or
 - (3) final dismissal or denial of all such appeals (including any petitions for review, rehearing, certiorari, etc.) such that the approval order and judgment is no longer subject to further judicial review.

8. “Individual PAGA Payment” means the amount to be paid to each of the Aggrieved Employees out of 25% of the PAGA Payment. Such individual shares are to be apportioned and based solely on the number of pay periods attributed to each Aggrieved Employee during the PAGA Period. These shares will be calculated by the Settlement Administrator based on the data Hilton submits to the Settlement Administrator thirty (30) days following the Effective Date. If the thirtieth day falls on a Saturday, Sunday, or holiday, the corresponding deadline will be the following business day.

9. “LWDA” means the California Labor & Workforce Development Agency.

10. “Gross Settlement Amount” means the total sum of Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00) for payment of the Settlement Administration Expenses, Attorneys’ Fees, Attorneys’ Expenses, PAGA Representative Enhancement Awards, and the PAGA Payment. The Gross Settlement Amount shall be the total amount paid by Hilton in connection with this matter. The Gross Settlement Amount cannot be increased for any reason, except as provided for herein at Paragraph III (3).

11. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq.*

12. “PAGA Action” means the Cause of Action collectively asserted in the Chavez, Capps and Jimenez Complaints in the Action.

13. “PAGA Approval Date” means the date that the Court signs the Judgment approving the settlement of the PAGA Action.

14. “PAGA Payment” means the total amount remaining in the Gross Settlement Amount after payment of the Attorneys’ Fees, Attorneys’ Expenses, PAGA Representative Enhancement Awards, and the Administration Costs. Of the PAGA Payment, 75% shall go to the LWDA and 25% to the Aggrieved Employees. The Aggrieved Employees will be issued a form 1099 for their Individual PAGA Payments.

15. “PAGA Representative Enhancement Awards” refers to the monetary amounts to be paid to Plaintiffs from the Gross Settlement Amount in exchange for their services as PAGA representatives. PAGA Representatives will apply to the Court for an Order approving PAGA Representative Enhancement Awards in the amount of Seven Thousand-Five Hundred Dollars (\$7,500) to plaintiff Capps, Five Thousand Dollars (\$5,000) to plaintiff Chavez and Five Thousand Dollars (\$5,000) to plaintiff Jimenez. The PAGA Representative Enhancement Awards shall be paid from the Gross Settlement Amount and are subject to Court approval, and a reduction or denial of which is not a basis for any Plaintiff to void, rescind, or terminate this binding Agreement.

16. “PAGA Period” means the time period from April 3, 2019 and ending on December 16, 2021.

17. “Parties” mean Salvador Chavez (“Chavez”), Rodger Capps (“Capps”), and Sergio Jimenez (“Jimenez”) (collectively “Plaintiffs”) and Defendants HLT Conrad Domestic LLC and HLT Conrad Domestic Employer LLC (collectively “Defendants” or “Hilton”).

18. “Plaintiffs’ Counsel” and “PAGA Counsel” mean Jean-Claude Lapuyade, Esq. of the JCL LAW Firm, APC, Shani Zakay, Esq. of the ZAKAY LAW GROUP, APLC, James M. Treglio, Esq. of POTTER HANDY, LLP, Larry Lee, Esq. of DIVERSITY LAW GROUP, APC, Edward W. Choi, Esq. of LAW OFFICES of CHOI & ASSOCIATES, and David Lee of DAVID LEE LAW, APC.

19. “Settlement Administrator” means ILYM Group, Inc.

II. RECITALS

1. On May 26, 2020, Plaintiff Chavez filed a Complaint in the Action in the Court (“Chavez Action”). The Complaint asserted a single cause of action under PAGA.

2. On July 3, 2020, Plaintiff Capps filed a Complaint in the Action in the Court (“Capps Action”). The Complaint asserted a single cause of action under PAGA.

3. On January 7, 2021, Plaintiff Jimenez filed a Complaint in the Action in the Court (“Jimenez Action”). The Complaint asserted a single cause of action under PAGA.

4. On May 7, 2021, the Parties stipulated to consolidate the Chavez, Capps, and Jimenez Actions into one case with the Chavez Action designated as the lead case for filing purposes. The Parties further agreed that the Chavez Action, Capps Action, and Jimenez Action

would proceed before Honorable John S. Meyer in Department C-64.

5. The Parties engaged in an investigation and discussions in an effort to resolve the PAGA Action. Hilton provided Plaintiffs' Counsel with documents and data points related to their PAGA claims pursuant to the mediation privilege.

6. Hilton denies all of the allegations made by Plaintiffs in the Action and denies that it is liable or owes damages or other compensation or remedies to anyone with respect to the Action.

7. The Parties engaged in a virtual mediation session presided over by a third-party mediator, Tripper Ortman, Esq., on October 1, 2021.

8. The mediation concluded without a settlement, but the Action settled subsequently after all sides agreed to a Mediator's proposal which was memorialized in the form of a Memorandum of Understanding ("MOU"). Without admitting or conceding any liability or damages whatsoever, the Parties have agreed to fully and finally resolve the Action pursuant to the terms and conditions of this Settlement Agreement.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. Non-Admission. Hilton contends that it has complied with all federal, state, and local laws that Plaintiffs allege were violated. Hilton has denied, and continues to deny, each of the claims and contentions alleged in the Action. Hilton has asserted and continues to assert defenses to the Chavez, Capps, and Jimenez Complaints, and has expressly denied and continues to deny any wrongdoing or liability arising out of any of the facts or conduct alleged in the Action. Neither this Settlement Agreement, nor any action taken to carry out the terms of this Settlement Agreement, shall ever be construed as, offered, admitted, received, or deemed to be evidence in any civil, criminal, administrative, or other proceeding against Hilton, or may be used as an admission, concession, or indication by or against Hilton of any fault, wrongdoing, or liability whatsoever.

Nothing in this Settlement Agreement shall be construed to be an admission by Hilton of any liability or wrongdoing as to Plaintiffs, the Aggrieved Employees, or any other person, or entity, including the State of California. Hilton specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

Nothing in this Settlement Agreement, nor any action taken in implementation of it, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Settlement Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be

admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, by Hilton or any other Released Party.

Neither this Settlement Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or any of the Aggrieved Employees, in the Action or in any other action or proceeding; provided, however, this shall not prevent this Settlement Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Settlement Agreement.

2. Qualified Stipulation to Representative Treatment. The Parties stipulate to representative treatment for purposes of settlement only. Hilton contends that the facts do not justify representative treatment and would contest that matter in the Action but for the Settlement Agreement. The trial court has not ruled on manageability in the underlying litigation. This is not intended to be, and it should not be construed as, any admission of fact or law in this matter or any other matter that representative treatment is appropriate. If the Court does not grant approval of this settlement, then the Parties revert to their previous positions and Hilton will not stipulate to representative treatment.

3. Escalator Clause. It is estimated that there are approximately 1,358 Aggrieved Employees who worked an aggregate total of 32,372 Pay Periods during the PAGA Period. Defendants and the Settlement Administrator will confirm the number of applicable Aggrieved Employees and Pay Periods worked during the PAGA Period in support of Plaintiffs' motion for approval, and will provide a declaration under oath, if necessary or requested by the Court. If the total number of pay periods worked by the Aggrieved Employees exceeds 32,372 by more than 5% (or 1,619 for a total of 33,991 Pay Periods), the Gross Settlement Amount will increase proportionally for the number of pay periods over 33,991.

4. Timing of Payment. Within thirty (30) days after the Effective Date of this settlement, Hilton shall (a) deposit Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00) as the Gross Settlement Amount in a Qualified Settlement Fund ("QSF") established by the Settlement Administrator ("Funding Date") and (b) provide the Settlement Administrator with a list of all Aggrieved Employees including each Aggrieved Employee's full name; last known address; Social Security number; and data on the total number of pay periods attributable to each of the Aggrieved Employees during the PAGA Period. Based upon this data, the Settlement Administrator will determine, and thereafter inform Hilton and Plaintiffs of, the Individual PAGA Payments it will pay each of the Aggrieved Employees. The information provided by Hilton to the Settlement Administrator is considered by the Parties to be confidential information and will not be shared with Plaintiffs or Plaintiffs' Counsel. If the thirtieth day falls on a Saturday, Sunday, or holiday, the corresponding deadline will be the following business day.

5. Distribution of Individual PAGA Payments. The Individual PAGA Payments are to be apportioned by the Settlement Administrator based on the number of pay periods attributed to each Aggrieved Employee during the PAGA Period divided by the total number of pay periods attributed to all Aggrieved Employees during the PAGA Period. The Settlement Administrator

shall determine the Individual PAGA Payments to each of the Aggrieved Employees based on the data provided to it by Hilton. Hilton shall have no additional obligations to search or review any records to determine the number of Aggrieved Employees or pay periods. No Aggrieved Employee shall have the right to object to, or contest, the calculation of his/her/their Individual PAGA Payment.

6. Payments From the Gross Settlement Amount. The Parties agree to the following allocations to be paid from the Gross Settlement Amount:

a. PAGA Payment: The PAGA Payment is the total of the Gross Settlement Amount, less the Attorneys' Fees, Attorneys' Expenses, PAGA Representative Enhancement Awards, and the Administration Costs, as approved by the Court. The PAGA Payment will be subject to Court approval consistent with Labor Code section 2699. Upon approval, the PAGA Payment shall be distributed as follows:

- (1) 75% of the PAGA payment being paid to the LWDA; and
- (2) 25% of the PAGA payment being paid to the Aggrieved Employees per Sections 5 and 6 of the Settlement Agreement.
- (3) The payments set forth in section 6(a)(2) of this Settlement Agreement will be reported on IRS Form 1099s. The Parties acknowledge and agree that all payments under this Settlement Agreement are for the settlement of contested claims for penalties. Accordingly, the Parties acknowledge and agree that Hilton is not responsible for any employer-side taxes in connection with any payments under this Settlement Agreement. Plaintiffs and Plaintiffs' Counsel will each provide Hilton with a completed W-9 form before the payments set forth in section 4(a)(2) of this Settlement Agreement are made.

b. Attorneys' Fees and Attorneys' Expenses: Plaintiffs' Counsel shall request that the Court approve an award of Attorney's Fees in an amount not to exceed one-third (currently \$283,333.33) of the Gross Settlement Amount (currently \$850,000.00) pursuant to Declarations by Plaintiffs' Counsel in connection with the prosecution of this Action. In addition, Plaintiffs' Counsel shall also request up to \$25,000.00 in Attorneys' Expenses. The Attorneys' Fees and Attorneys' Expenses requests shall be subject to the Court's review and approval. Hilton agrees that it will not oppose Plaintiffs' request for Attorneys' Fees or Attorneys' Expenses in the amounts above. In the event that the Court approves a payment of less than one-third of the Gross Settlement Amount in Attorneys' Fees, and/or less than \$25,000.00 in Attorneys' Expenses, to Plaintiffs' Counsel, the unawarded difference will be added to the PAGA Payment. Payment of Attorneys' Fees and Attorneys' Expenses will be reported on IRS Form 1099 issued to Plaintiffs' Counsel. Except as set forth in this Settlement Agreement, each party shall bear their own costs and fees of this Action. The payment of Attorneys' Fees and Attorneys' Expenses shall be made by the Settlement Administrator to Plaintiffs' Counsel. Approval of Attorneys' Fees and/or Attorneys' Expenses by the Court in an amount(s) less than the amount(s) requested is not a material term of

this Settlement Agreement and the award of any Attorneys' Fees and/or Attorneys' Expenses at less than requested by Plaintiffs' Counsel does not give rise to a basis to abrogate this Settlement Agreement. Plaintiffs' Counsel will each provide Hilton with a completed W-9 form before the payment of any Attorneys' Fees and Attorneys' Expenses awarded by the Court is made to Plaintiffs' Counsel.

c. Administration Costs: The Settlement Administrator was selected by Plaintiffs and was approved by Hilton. Subject to Court approval, Administration Costs shall include the cost of the Settlement Administrator to administer the settlement in the amount not to exceed \$12,000.00. If payment of less than \$12,000.00 is approved, or if the actual cost to administer the settlement is less than \$12,000.00, the difference will be added to the PAGA Payment. In the event that the Settlement Administrator incurs documented expenses in excess of \$12,000.00, the Settlement Administrator may request that the Court approve payment of those expenses from the Gross Settlement Amount. Approval of Administration Costs by the Court in an amount less than the amounts requested is not a material term of this Settlement Agreement and the award of an amount less than requested does not give rise to a basis to abrogate this Settlement Agreement. The amount of Administration Expenses requested for allocation from the Settlement Payment shall not exceed \$12,000.00, based upon the bid submitted by the Settlement Administrator to administrate the settlement. Except as otherwise provided herein, if the Court does not grant approval of the settlement, PAGA Counsel and Defendants shall each pay one-half of any Administration Expenses incurred.

7. PAGA Released Claims. In their capacity as a private attorney general "aggrieved employee" acting on behalf of themselves, the State of California, and the Aggrieved Employees, and in consideration of the PAGA Payment, upon entry of the Judgment and funding of the Gross Settlement Amount in full, Plaintiffs will fully release and discharge Released Parties from all claims for civil penalties under PAGA, California Labor Code sections 2698, *et seq.*, that were alleged in the Action, as to the Aggrieved Employees, including without limitation, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, California Industrial Commission Wage Orders, and including all claims for civil penalties under PAGA related to alleged unpaid wages, overtime or double time wages, minimum wages, regular rate of pay, timely payment of wages during employment, timely payment of wages at separation, meal periods and meal period premiums, rest periods and rest period premiums, off-the-clock work, wage statements, payroll records and recordkeeping, business expense reimbursement, paid sick leave, interest, attorneys' fees, costs arising therefrom, that accrued during the PAGA Period.

8. Covenants and Representations by Plaintiffs and Plaintiffs' Counsel.

a. Plaintiffs represent and warrant that they have not assigned nor transferred nor purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. The Parties acknowledge that they have read this Settlement Agreement, that they fully understand their rights, privileges and duties under the Settlement Agreement, and enter into this Settlement Agreement freely and voluntarily. The Parties further acknowledge that

they have had the opportunity to consult with their attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

9. No Tax Advice or Liability. Except as otherwise stated within this Agreement, all payments from the Settlement Amount shall be characterized as payments subject to Form 1099 reporting. The Parties have had an opportunity to consult with independent tax counsel. The Parties are not giving any tax advice in connection with the settlement or any payments to be made pursuant to this Settlement Agreement. The Parties do not intend anything contained in this Settlement Agreement to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall anything in this Settlement Agreement be relied upon as such. Each recipient of a settlement payment shall be solely and legally responsible for paying all applicable taxes on their respective settlement payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

10. No Publicity. The Parties agree this settlement is confidential, except for purposes of enforcement. Plaintiffs and Plaintiffs' Counsel shall not publicize the settlement on their websites, in advertising/marketing materials or on social media, other than filing documents with the Court. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If counsel for any party receives an inquiry about the settlement from the media, counsel may respond only after the motion for approval of the settlement has been filed and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent Hilton or Released Parties from making any required disclosure.

11. Court Approval of the PAGA Payment. Plaintiffs will prepare a Motion Requesting Approval of PAGA Settlement with the proposed Judgment ("Approval Motion") within sixty (60) days after complete execution of this Settlement Agreement unless otherwise agreed upon by the Parties, and will provide Hilton with at least three (3) business days to review this Approval Motion before it is filed. Plaintiffs will be responsible for submitting the Parties' long-form settlement agreement and the motion for settlement approval to the LWDA consistent with PAGA. The Parties shall jointly agree on the filing date for the Approval Motion. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents reasonably necessary to be prepared or filed and shall take all steps that may be requested by the Court pertaining to the approval and implementation of the Settlement. Plaintiffs shall be responsible for submitting a copy of the Court's judgment in any civil action filed pursuant to PAGA, and any other order in the Action that either provides for or denies an award of civil penalties under PAGA, to the LWDA within ten (10) business days after entry of the judgment or order.

12. Court Approval of the PAGA Settlement. The Settlement Agreement is contingent upon the approval by the Court. If the Court should fail to approve this Settlement Agreement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court's questions or concerns. If, after a good faith attempt to address the Court's questions or comments, the Court does not make a final determination to approve this Settlement Agreement, or if appellate review is sought and on such review the Court's decision is materially modified or reversed, or if one or more of the material terms of the Settlement Agreement are not approved or is materially modified or reversed or found to be invalid and the Parties in good faith do not believe that it

would be possible to make non-material modifications that would address any concerns raised by the Court, then each of the Parties by and through Counsel shall have the right within ten (10) business days of written notice thereof to elect to terminate the Settlement Agreement, in which event it shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement. Any change in the amount of Attorneys' Fees, Attorneys' Expenses, or Settlement Administration Costs shall not be material terms that allow either party to seek to void the Settlement Agreement.

IV. ADMINISTRATION OF SETTLEMENT

1. After the execution of this Settlement Agreement, Plaintiffs shall file the Approval Motion and will submit this Settlement Agreement to the LWDA consistent with Labor Code section 2699(l)(2).

2. Settlement Administrator will administer the settlement and, subject to Court approval, shall be paid for Administration Costs, which are estimated to be no more than \$12,000.00. Hilton will provide the necessary information about the Aggrieved Employees to the Settlement Administrator consistent with Section III, paragraphs 4 and 5, of this Settlement Agreement.

3. The Settlement Administrator will report payment of the Individual PAGA Payments to all required taxing and other authorities, and issue Internal Revenue Service Forms 1099s. The Settlement Administrator will establish a QSF, pursuant to Section 468B(g) of the Internal Revenue Service, for the purposes of administering the Settlement.

4. Within ten (10) business days of the Funding Date, the Settlement Administrator will issue to each Aggrieved Employee a check for his/her/their Individual PAGA Payment at his/her/their last known home address along with an explanatory letter, attached as Exhibit A. Nothing herein shall prohibit the Settlement Administrator from paying the Attorneys' Fees and Attorneys' Expenses and/or PAGA Representative Enhancement Awards earlier than ten (10) business days following the Funding Date. Checks will remain negotiable for 180 days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, for those settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance, the Settlement Administrator shall escheat those checks to the State Controller's Office, Unclaimed Property Division, in the name of the absent employee.

5. Within ten (10) business days of the Funding Date, the Settlement Administrator will pay the amount allocated to the LWDA, Attorneys' Fees, Attorneys' Expenses, PAGA Representative Enhancement Awards, and Administration Costs as approved by the Court from the Gross Settlement Amount.

6. The Settlement Administrator will provide an accounting, by means of a declaration under oath, to the parties of the amounts paid out. This declaration, which will also include the

amount of un-cashed checks, and undeliverable funds, will be provided to the Court once the 180 days set forth in Section IV, paragraph 4, of this Settlement Agreement expires.

7. Hilton makes no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

1. Drafting. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

2. No Impact on Benefit Plans. Neither the Settlement Agreement nor any amounts paid to Plaintiffs or any Aggrieved Employee under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Hilton. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Hilton's sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Hilton's benefit plans, policy, or bonus program. Hilton retains the right, if necessary, to modify the language of its benefit plans, policies, and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

3. Successors. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

4. Costs and Fees. The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with this Settlement Agreement and in connection with the Action and Plaintiffs' claims, except as otherwise set forth specifically herein.

5. Authority. Hilton represents and warrants that the undersigned has the authority to act on behalf of Hilton and bind Hilton to the terms of this Settlement Agreement. Plaintiffs represent and warrant that they have the capacity to act on their own behalf and on behalf of the State of California (as a private attorney general under PAGA for the purposes of this Action) and all who might claim through them to bind them to the terms of this Settlement Agreement.

6. Governing Law. All terms and conditions of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California. If any legal or equitable action is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the Superior Court of California, County of San Diego.

7. Complete Agreement. The Parties acknowledge and represent that upon full execution, except as otherwise stated herein, this Settlement Agreement contains the entire understanding between them with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings between them, written and oral, with respect to the subject matter hereof. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto or their successors-in-interest.

8. Disputes. Any dispute between the parties as to the remaining terms of the Settlement Agreement may be presented to the mediator, Tipper Ortman, for resolution. The Parties will split the costs of the mediator and all Parties will bear their own attorneys' fees and other costs incurred.

9. Continued Jurisdiction. The Court shall retain continuing jurisdiction over the Action to ensure the continuing implementation of the provisions of the Settlement Agreement. The Parties agree to adopt and apply Rule 3.769(h) of the California Rules of Court requiring entry of judgment.

10. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their Counsel will cooperate with each other and use their best efforts to effect the implementation of the settlement of the PAGA Action. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement of the PAGA Action, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the mediator, Tripper Ortman, to resolve such disagreement.

11. Execution and Counterparts. This Settlement Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Settlement Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Settlement Agreement. The Parties agree the litigation will be stayed for all purposes upon signing, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the settlement, pending the hearing on the Approval Motion to be conducted by the Court.

12. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement Agreement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

13. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

14. Severability. If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

15. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement and receive approval from the Court.

16. Binding Agreement. This Settlement Agreement shall be binding on the Parties upon signature from one of Plaintiffs' Counsel listed below and the Plaintiffs and upon signature by a representative of Defendants who have authority to bind Defendants to this Agreement and counsel for Defendants. This Settlement Agreement is binding only if executed by the above-identified representatives of both Parties. Counterpart facsimile or emailed copies of the signature will have the same force and effect as an original signature. This is a binding Settlement Agreement (and can be filed with the Court by either Party and enforced by either Party) with any disputes between the Parties as to the terms of the Settlement Agreement to be resolved by a magistrate judge, judge, or other person mutually agreed upon by the Parties and designated as such herein, with any gaps or missing terms to be resolved by that person if the Parties cannot agree, the resolution of which shall be final and binding on the Parties, subject to Court approval.

17. Waiver of Right to Appeal. Provided that the Judgment is consistent with the terms and conditions of the Settlement Agreement, Plaintiff, Aggrieved Employees, the State of California, and Hilton and the Released Parties, hereby waive any and all rights to appeal in connection with any issue in the Judgment (separate from the right to appeal the award of Attorneys' Fees, and Attorneys' Expenses, as provided in this Agreement).

18. Judgment To Be Entered On The PAGA Action. Any final approval order or judgment pursuant to this Settlement Agreement shall result in a dismissal with prejudice of the Action.

[Signature Page Follows]

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions contained in this Settlement Agreement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: 3/30/2022

DocuSigned by:
Salvador Chavez
Plaintiff Salvador Chavez

Dated: _____

Plaintiff Rodger Capps

Dated: _____

Plaintiff Sergio Jimenez

Dated: 3/30/2022

JCL LAW FIRM, APC
DocuSigned by:
Jean-Claude Lapuyade
Jean-Claude Lapuyade
Counsel for Plaintiff Salvador Chavez

Dated: 3/30/2022

ZAKAY LAW GROUP, APLC
DocuSigned by:
Shani Zakay
Shani Zakay
Counsel for Plaintiff Salvador Chavez

Dated: _____

DIVERSITY LAW GROUP, APC

Larry W. Lee
Counsel for Plaintiff Sergio Jimenez

Dated: _____

LAW OFFICES OF CHOI & ASSOCIATES

Edward W. Choi
Counsel for Plaintiff Sergio Jimenez

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions contained in this Settlement Agreement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: _____

Plaintiff Salvador Chavez

Dated: 03/28/2022



Plaintiff Rodger Capps

Dated: _____

Plaintiff Sergio Jimenez

JCL LAW FIRM, APC

Dated: _____

Jean-Claude Lapuyade
Counsel for Plaintiff Salvador Chavez

ZAKAY LAW GROUP, APLC

Dated: _____

Shani O. Zakay
Counsel for Plaintiff Salvador Chavez

DIVERSITY LAW GROUP, APC

Dated: _____

Larry W. Lee
Counsel for Plaintiff Sergio Jimenez

LAW OFFICES OF CHOI & ASSOCIATES

Dated: _____

Edward W. Choi
Counsel for Plaintiff Sergio Jimenez

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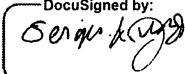
Dated: _____

Plaintiff Salvador Chavez

Dated: _____

Plaintiff Rodger Capps

Dated: 3/31/2022

DocuSigned by:

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Plaintiff Sergio Jimenez

JCL LAW FIRM, APC

Dated: _____

Jean-Claude Lapuyade
Counsel for Plaintiff Salvador Chavez

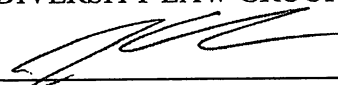
ZAKAY LAW GROUP, APLC

Dated: _____

Shani O. Zakay
Counsel for Plaintiff Salvador Chavez

DIVERSITY LAW GROUP, APC

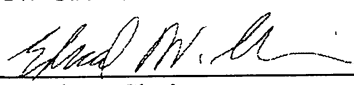
Dated: 3/31/2022



Larry W. Lee
Counsel for Plaintiff Sergio Jimenez

LAW OFFICES OF CHOI & ASSOCIATES

Dated: 3/31/2022



Edward W. Choi
Counsel for Plaintiff Sergio Jimenez

Dated: 3/31/2022

DAVID LEE LAW, APC

DocuSigned by:
David J Lee
1552E0F59363412...

David Lee
Counsel for Plaintiff Sergio Jimenez

POTTER HANDY LLP

Dated:

Mark D. Potter, Esq.
James M. Treglio, Esq.
Counsel for Plaintiff Rodger Capps

HLT CONRAD DOMESTIC LLC

Dated:

By: _____
Title: _____

HLT CONRAD DOMESTIC EMPLOYER LLC

Dated:

By: _____
Title: _____

JACKSON LEWIS P.C.

Dated:

Dorothy L. Black
Arcelia N. Magaña
Counsel for Defendants HLT Conrad Domestic LLC
and HLT Conrad Domestic Employer LLC

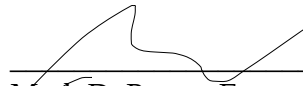
DAVID LEE LAW, APC

Dated: _____

David Lee
Counsel for Plaintiff Sergio Jimenez

POTTER HANDY LLP

Dated: April 8, 2022 _____



Mark D. Potter, Esq.
James M. Treglio, Esq.
Counsel for Plaintiff Rodger Capps

HLT CONRAD DOMESTIC LLC

Dated: _____

By: _____
Title: _____

HLT CONRAD DOMESTIC EMPLOYER LLC

Dated: _____

By: _____
Title: _____

JACKSON LEWIS P.C.

Dated: _____

Dorothy L. Black
Arcelia N. Magaña
Counsel for Defendants HLT Conrad Domestic LLC
and HLT Conrad Domestic Employer LLC

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee, Plaintiffs Salvador Chavez (“Chavez”), Rodger Capps (“Capps”), and Sergio Jimenez (“Jimenez”) (collectively “Plaintiffs”) against HLT Conrad Domestic LLC and HLT Conrad Domestic Employer LLC (collectively “Defendants”) for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. (“PAGA”). Plaintiff claimed that they and other employees were not provided legally compliant meal and rest periods, not paid for all time worked, not properly paid overtime, not provided with accurate wage statements, and not timely paid final wages.

The Company denies these claims and denies that it owes any penalties, but to avoid further time and expense in litigation, the Company and Plaintiff have agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of all Company non-exempt employees who worked in California between April 3, 2019 and XXX. (“PAGA Employees”).

According to Company records, you are a PAGA Employee and are therefore entitled to a share of the settlement. This settlement check shall remain valid until [insert date].

This check is issued pursuant to the terms of the PAGA settlement in the case entitled *Salvador Chavez v. HLT Conrad Domestic, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL.

This payment is taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms in January 2023. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact the [insert administrator information].

EXHIBIT 2



3990 Old Town Avenue, Suite C204
San Diego, CA 92110
Tel: 619-599-8292
Fax: 619-599-8291
Toll Free: 1-888-498-6999
www.jcl-lawfirm.com
Jean-Claude Lapuyade, Esq.
jlapuyade@jcl-lawfirm.com

April 20, 2020

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGA@dir.ca.gov
Via Online Submission

HTL CONRAD DOMESTIC, LLC
C/o Jennifer A. Guy, Counsel Dispute
Legal Department
7930 Jones Branch Drive
McLean, VA 22102
Via email at Jennifer.Guy@Hilton.com

HTL CONRAD DOMESTIC, LLC
c/o CSC – Layers Incorporating Services
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833
Certified Mail No. 7019 2280 0002 0097 8364

Re: Notice of Violations of California Labor Code Sections §§ 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, Applicable Industrial Welfare Commission Wage Orders, and Pursuant to California Labor Code Section 2699.3.

Dear Sir/ Madam:

This office represents SALVADOR CHAVEZ (the “Plaintiff”), and other aggrieved employees in a proposed class action against HTL CONRAD DOMESTIC, LLC (“Defendant”). This office intends on filing the enclosed Class Action Complaint on behalf of Plaintiff and other similarly situated employees. The purpose of this correspondence is to provide the Labor and Workforce Development Agency with notice of alleged violations of the California Labor Code and certain facts and theories in support of the alleged violations in accordance with Labor Code section 2699.3.

Plaintiff was employed by Defendant as a non-exempt carpenter and mechanic in California from November 2008 to the present, paid on an hourly basis and eligible to earn non-discretionary incentive compensation. Plaintiff contends that Defendant failed to provide

compliant off-duty meal and rest periods, failed to fully compensate him for all time worked, and failed to provide accurate wage statements. Accordingly, Plaintiff contends that Defendant's conduct violated Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198 and applicable wage orders, and is therefore actionable pursuant to section 2698 *et seq.*

A true and correct copy of the proposed complaint ("Complaint") for the proposed class action is attached hereto. The Complaint (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to the Plaintiff, and (v) sets forth the illegal practices used by Defendant. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein.

If the agency needs any further information, please do not hesitate to ask. The proposed class action lawsuit consists of a class of other aggrieved employees. As class counsel, our intention is to vigorously prosecute the class wide claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Act of 2004 on behalf of Plaintiff and all aggrieved California employees and Class Members

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Sincerely,
JCL LAW FIRM, APC

A handwritten signature in black ink, appearing to read 'JC Lapuyade', with a stylized flourish at the end.

Jean-Claude Lapuyade, Esq.

Enclosure (1)

JEAN-CLAUDE LAPUYADE (SBN 248676)

JLAPUYADE@JCL-LAWFIRM.COM

JCL LAW FIRM, APC

3990 OLD TOWN AVENUE, SUITE C204

SAN DIEGO, CA 92110

TEL: (619) 599-8292

FAX: (619) 599-8291

SHANI O. ZAKAY (SBN 277924)

ZAKAY LAW GROUP, APLC

5850 OBERLIN DRIVE, SUITE 230A

SAN DIEGO, CA 92121

TEL: (619) 255-9047

FAX: (619) 404-9203

ATTORNEYS FOR PLAINTIFF

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO**

SALVADOR CHAVEZ, an individual, on
behalf of himself, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

HTL CONRAD DOMESTIC, LLC, a Delaware
limited liability company; and DOES 1 through
50, Inclusive;

DEFENDANTS.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq.*
3. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;

DEMAND FOR JURY TRIAL

Plaintiff SALVADOR CHAVEZ (“PLAINTIFF”) an individual, on behalf of himself and all other similarly situated current and former employees alleges on information and belief, except for his own acts and knowledge which are based on personal knowledge, the following:

THE PARTIES

1. Defendant HLT CONRAD DOMESTIC, LLC (“DEFENDANT”) is a Delaware limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial business in the state of California, county of San Diego, City of San Diego, owns, operates and/or manages Hilton branded hotels including the San Diego Hilton Bayfront..

2. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to PLAINTIFF who therefore sues these defendants by such fictitious names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that information and belief allege, that the Defendants named in this Complaint, including DOES 1 through 50, inclusive (hereinafter collectively “DEFENDANTS”), are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

3. The agents, servants and/or employees of the DEFENDANTS and each of them acting on behalf of the DEFENDANT acted within the course and scope of his, her or its authority as the agent, servant and/or employee of the DEFENDANT, and personally participated in the conduct alleged herein on behalf of the DEFENDANT with respect to the conduct alleged herein. Consequently, the acts of each of the DEFENDANTS are legally attributable to the other and all DEFENDANTS are jointly and severally liable to PLAINTIFF and those similarly situated, for the loss sustained as a proximate result of the conduct of the DEFENDANTS’ agents, servants and/or employees.

4. DEFENDANTS were PLAINTIFF’s employers or persons acting on behalf of PLAINTIFF’s employer, within the meaning of California Labor Code § 558, who violated or caused

1 to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
2 hours and days of work in any order of the Industrial Welfare Commission and, as such, are subject to
3 civil penalties for each underpaid employee, as set forth in Labor Code § 558, at all relevant times.

4 5. DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of
5 PLAINTIFF's employer either individually or as an officer, agent, or employee of another person,
6 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any employee
7 a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties
8 for each underpaid employee.

9 6. PLAINTIFF has been employed by DEFENDANTS at the Hilton San Diego Bayfront as
10 a non-exempt carpenter and plant mechanic, paid on an hourly basis, entitled to certain non-
11 discretionary incentive compensation, bonuses, overtime pay and legally compliant meal and rest
12 periods from November 2008 until his constructive termination in August 2019.

13 7. PLAINTIFF brings this Class Action on behalf of himself and on behalf of all of
14 DEFENDANTS current and former non-exempt California employees (the "CALIFORNIA CLASS")
15 at any time between April 6, 2016 on a date determined by the Court (the "CLASS PERIOD"). The
16 amount in controversy for the aggregate claim of CALIFORNIA CLASS members is
17 under five million dollars (\$5,000,000.00).

18 8. PLAINTIFF brings this Class Action on behalf of himself and on behalf of the
19 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their
20 losses incurred during the CLASS PERIOD caused by DEFENDANTS' uniform policy
21 and practice which (1) failed to provide PLAINTIFF and the CALIFORNIA CLASS
22 with legally complaint meal and rest periods or an additional hour of pay at the regular
23 rate of compensation in *lieu* thereof in violation of California Labor Code Sections
24 226.7(c), 512(a) and the applicable Industrial Welfare Commission Wage Order, (2)
25 failed to pay PLAINTIFF and the CALIFORNIA CLASS for all hours worked in
26 violation of, *inter alia*, California Labor Code Sections 510, 1194, 1197, and 1197.1,
27 and (3) failed to provide accurate itemized wage statements in violation of California
28 Labor Code Sections 226 and 226.3.

which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

A. Meal Period Violations

14. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time-to-time during the CLASS PERIOD, as a result of their overburdened work requirements, inadequate staffing and not being relived of cordless communication devices during their shifts, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work without paying them for all the time they were under DEFENDANTS' control. Specifically, DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break. DEFENDANT required PLAINTIFF and members of the CALIFORNIA CLASS to carry cordless communication devices throughout their work shifts and to remain at the ready to respond to work related issues and tasks communicated through the cordless communication device. DEFENDANT did not have a policy or practice to relieve PLAINTIFF and the members of the CALIFORNIA CLASS of their communication device during what was supposed to be an off-duty meal period. PLAINTIFF was from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFF's off-duty meal break. Indeed, there were many days where PLAINTIFF did not even receive a partial lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS members forfeited minimum wage and overtime wages by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA CLASS members for all time worked is evidenced by DEFENDANTS' business records.

15. From time-to-time during the CLASS PERIOD, as a result of their rigorous work schedules, inadequate staffing and not being relieved of cordless communication devices, PLAINTIFF and other CALIFORNIA CLASS members were from time to time unable to take thirty (30) minute

1 off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
2 CALIFORNIA CLASS members were required from time to time to perform work as ordered by
3 DEFENDANTS for more than five (5) hours during some shifts without receiving a meal break.
4 Further, DEFENDANTS from time to time failed to provide PLAINTIFF and CALIFORNIA CLASS
5 members with a second off-duty meal period for some workdays in which these employees were
6 required by DEFENDANTS to work ten (10) hours of work from time to time. The nature of the work
7 performed by the PLAINTIFF and the members of the CALIFORNIA CLASS does not qualify for
8 limited and narrowly construed “on-duty” meal period exception. PLAINTIFF and other members of
9 the CALIFORNIA CLASS therefore forfeited meal breaks without additional compensation and in
10 accordance with DEFENDANTS’ strict corporate policy and practice. DEFENDANTS failed to
11 maintain adequate staffing levels while increasing the production levels for each employee at the busy
12 airports they provided services for.

13 **B. Rest Period Violations**

14 16. Pursuant to the Industrial Welfare Commission Wage Orders and the California Labor
15 Codes, an employer shall authorize and permit all employees to take a rest period, which so far as
16 practical shall be in the middle of each work period. Generally, an employer must provide ten (10)
17 minutes of paid rest for every four hours or major fraction thereof. If an employer fails to provide an
18 employee a rest period, the employer shall pay the employee one (1) hour of pay at the employee’s
19 regular rate of compensation for each workday that the rest period is not provided.

20 17. From time-to-time during the CLASS PERIOD, as a result of their overburdened work
21 requirements, inadequate staffing and not being relieved of cordless communication devices during their
22 shifts, PLAINTIFF and other CALIFORNIA CLASS members were also required from time to time to
23 work in excess of four (4) hours without being provided duty-free ten (10) minute rest periods. Further,
24 these employees were denied their first duty-free rest periods of at least ten (10) minutes for some shifts
25 worked of at least two (2) to four (4) hours from time to time, a first and second rest period of at least
26 ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and
27 a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours
28 or more from time to time. DEFENDANT required PLAINTIFF and members of the CALIFORNIA

CLASS to carry cordless communication devices and to remain at the ready to respond to work related issues and tasks communicated through the cordless communication device throughout their works shifts. DEFENDANT did not have a policy or practice to relieve PLAINTIFF and the members of the CALIFORNIA CLASS of their communication device during what was supposed to be an off-duty rest period. PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour wages in lieu thereof.

C. Overtime Regular Rate Violation

18. From time-to-time during the CLASS PERIOD, DEFENDANTS failed and continue to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS members for their overtime hours worked. As a result, PLAINTIFF and the other CALIFORNIA CLASS members forfeited wages due them for working overtime without compensation at the correct overtime rates. DEFENDANTS' uniform policy and practice to not pay the CALIFORNIA CLASS members the correct overtime rate for all overtime worked in accordance with applicable law is evidenced by DEFENDANTS' business records.

19. State law provides that employees must be paid overtime at one-and-one-half times their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS members were compensated at an hourly rate plus flat-sum incentive pay that was tied to specific elements of an employee's performance.

20. The second component of PLAINTIFF'S and other CALIFORNIA CLASS members' compensation was DEFENDANTS' flat-sum non-discretionary incentive program that paid PLAINTIFF and other CLASS MEMBERS flat-sum incentive wages based on their performance for DEFENDANTS. The flat-sum non-discretionary bonus program provided all employees paid on an hourly basis with flat-sum bonus compensation when the employees met the various performance goals set by DEFENDANTS. These flat-sum incentive payments are identified as "Shift Differ" and "Meal Adds t" in the wage statements issued by DEFENDANTS to PLAINTIFF and the other CALIFORNIA CLASS members.

21. However, from-time-to-time, when calculating the regular rate of pay, in those pay periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime and earned this flat-

sum non-discretionary bonus, DEFENDANTS failed to accurately include the flat-sum non-discretionary bonus compensation as part of the employees' "regular rate of pay" and/or calculated all hours worked rather than just all non-overtime hours worked. Management and supervisors described the incentive/bonus program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA CLASS members must be included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment of overtime compensation to PLAINTIFF and other CALIFORNIA CLASS members by DEFENDANTS.

22. From time-to-time during the CLASS PERIOD, PLAINTIFF earned "Shift Differ" compensation and worked overtime compensation throughout his employment with DEFENDANTS including, but not limited to the pay period beginning on August 9 to August 22, 2019. Notwithstanding, DEFENDANTS failed to accurately calculate the non-discretionary, flat-sum bonus entitled "Shift Differ" into the regular rate pay for purposes of PLAINTIFF's overtime compensation. The failure to do so has resulted in an underpayment of overtime compensation to plaintiff PLAINITFF during this pay period.

23. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company policy, practice and procedure, intentionally and knowingly failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate of pay for all overtime worked. This uniform policy and practice of DEFENDANTS is intended to purposefully avoid the payment of the correct overtime compensation as required by California law which allowed DEFENDANTS to illegally profit and gain an unfair advantage over competitors who complied with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS members against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

D. Meal Period Premium Violations

24. From time-to-time during the CLASS PERIOD, DEFENDANTS failed and continue to fail to accurately calculate and pay PLAINTIFF and the other members of the CALIFORNIA CLASS their missed meal and rest period premiums. As a result, PLAINTIFF and the other CALIFORNIA

CLASS members forfeited wages due them for their missed meal and reset periods without compensation at the correct missed meal and rest period rates. DEFENDANTS' uniform policy and practice to not pay the CALIFORNIA CLASS members the correct rate for all missed meal and rest period premium payment in accordance with applicable law is evidenced by DEFENDANTS' business records.

25. State law provides that employees must be paid premium hour of pay at the employee's "regular rate of compensation" for each workday that the meal or rest period is not provided. PLAINTIFF and other CALIFORNIA CLASS members were compensated at an hourly rate plus a non-discretionary incentive pay that was tied to specific elements of an employee's performance. These non-discretionary incentive payments are identified as "Shift Differ" and "Meal Adds t" in the wage statements issued by DEFENDANTS to PLAINTIFF and the other CALIFORNIA CLASS members.

26. The second component of PLAINTIFF's and other CALIFORNIA CLASS members' compensation was DEFENDANTS' non-discretionary incentive program that paid PLAINTIFF and other members of the CALIFORNIA CLASS incentive wages based on their performance for DEFENDANTS. The non-discretionary incentive program provided all employees paid on an hourly basis with incentive compensation when the employees met the various performance goals set by DEFENDANTS. However, when calculating the regular rate of pay in order to pay missed rest and meal period premiums to PLAINTIFF and other CALIFORNIA CLASS members, DEFENDANTS failed to include the incentive compensation as part of the employees' "regular rate of compensation" for purposes of calculating missed rest and meal period premiums. Management and supervisors described the incentive program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA CLASS members must be included in the "regular rate of compensation." The failure to do so has resulted in a systematic underpayment of premium pay for missed meal and rest periods to PLAINTIFF and other CALIFORNIA CLASS members by DEFENDANTS.

27. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company policy, practice and procedure, intentionally and knowingly failed to compensate PLAINTIFF and the

1 other members CALIFORNIA CLASS at the correct rate of pay for all missed meal and rest period
2 premiums. This uniform policy and practice of DEFENDANTS is intended to purposefully avoid the
3 payment of the correct missed meal and rest period premium compensation as required by California
4 law which allowed DEFENDANTS to illegally profit and gain an unfair advantage over competitors
5 who complied with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA
6 CLASS members against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

7 **E. Wage Statement Violations**

8 28. California Labor Code Section 226 requires an employer to furnish its employees an
9 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the
10 number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
11 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
12 employee and only the last four digits of the employee's social security number or an employee
13 identification number other than a social security number, (8) the name and address of the legal entity
14 that is the employer and, (9) all applicable hourly rates in effect during the pay period and the
15 corresponding number of hours worked at each hourly rate by the employee.

16 29. From time to time during the CLASS PERIOD, when PLAINTIFF and other
17 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurate missed meal
18 and rest period premiums, or were paid overtime in the same pay period where they earned a non-
19 discretionary incentive award, DEFENDANTS also failed to provide PLAINTIFF and the other
20 members of the CALIFORNIA CLASS with complete and accurate wage statements which failed to
21 show, among other things, all applicable hourly rates in effect during the pay period and the
22 corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or
23 missed meal and rest periods.

24 30. For instance, for the pay period between June 24, 2019 and June 27, 2019, PLAINTIFF
25 received remuneration from DEFENDANTS described as "Retro Active" in the gross amount of
26 \$89.02. DEFENDANTS violated California Labor Code Section 226 by failing to list the applicable
27 hourly rate and the corresponding number of hours worked at the applicable hourly rate for this line
28 item of remuneration described as "Retro Active". PLAINTIFF, and all those similarly situated

members of the CALIFORNIA CLASS, suffered damage as a result of DEFENDANTS' aforementioned violation because he could not promptly and easily determine from the wage statement alone the applicable hourly rate and the corresponding number of hours worked at the applicable hourly rate for this line item of remuneration described as "Retro Active".

31. As a result, DEFENDANTS issued PLAINTIFF and the other members of the CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTS' violations are knowing and intentional, were not isolated or due to an unintentional payroll error due to clerical or inadvertent mistake.

32. To date, DEFENDANT has not fully paid PLAINTIFF the overtime compensation, and the meal and rest break premiums still owed to him or any penalty wages owed to him under Cal. Lab. Code § 203.

CLASS ACTION ALLEGATIONS

33. PLAINTIFF brings the First through Seventh Causes of Action as a class action pursuant to California Code of Civil Procedure § 382 on behalf of all of DEFENDANTS' current and former non-exempt California employees ("CALIFORNIA CLASS") between April 6, 2016 and a date determined by the Court ("CLASS PERIOD").

34. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been deprived of wages and penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums, illegal meal and rest period policies, failure to separately compensate rest periods, failure to separately compensate for all non-productive time, failure to provide accurate itemized wage statements, failure to maintain required records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

35. The members of the class are so numerous that joinder of all class members is impractical.

36. Common questions of law and fact regarding DEFENDANTS' conduct, including but not limited to, the off-the-clock work, unpaid meal and rest period premiums, failure to accurately calculate the regular rate of pay for overtime compensation, failure to accurately calculate the regular rate of compensation for missed meal and rest period premiums, failing to provide legally compliant meal and rest periods, failure to provide accurate itemized wage statements accurate, and failure ensure they are

1 paid at least minimum wage and overtime, exist as to all members of the class and predominate over
2 any questions affecting solely any individual members of the class. Among the questions of law and fact
3 common to the class are:

- 4 a. Whether DEFENDANTS maintained legally compliant meal period
5 policies and practices;
- 6 b. Whether DEFENDANTS maintained legally compliant rest period
7 policies and practices;
- 8 c. Whether DEFENDANTS failed to pay PLAINTIFF and the
9 CALIFORNIA CLASS members accurate premium payments for missed
10 meal and rest periods;
- 11 d. Whether DEFENDANTS failed to pay PLAINTIFF and the
12 CALIFORNIA CLASS members accurate overtime wages.
- 13 e. Whether DEFENDANTS failed to pay PLAINTIFF and the
14 CALIFORNIA CLASS members at least minimum wage for all hours
15 worked.
- 16 f. Whether DEFENDANTS issued legally compliant wage statements;
- 17 g. Whether DEFENDANTS committed an act of unfair competition by
18 systematically failing to record and pay PLAINTIFF and the other members
19 of the CALIFORNIA CLASS for all time worked;
- 20 h. Whether DEFENDANTS committed an act of unfair competition by
21 systematically failing to record all meal and rest breaks missed by
22 PLAINTIFF and other CALIFORNIA CLASS members, even though
23 DEFENDANTS enjoyed the benefit of this work, required employees to
24 perform this work and permits or suffers to permit this work;
- 25 i. Whether DEFENDANTS committed an act of unfair competition in
26 violation of the UCL, by failing to provide the PLAINTIFF and the other
27 members of the CALIFORNIA CLASS with the legally required meal and
28 rest periods; and,

1 37. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result
2 of DEFENDANTS' conduct and actions alleged herein.

3 38. PLAINTIFF's claims are typical of the claims of the class, and PLAINTIFF has the same
4 interests as the other members of the class.

5 39. PLAINTIFF will fairly and adequately represent and protect the interests of the
6 CALIFORNIA CLASS members.

7 40. PLAINTIFF retained able class counsel with extensive experience in class action
8 litigation.

9 41. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the interests
10 of the other CALIFORNIA CLASS members.

11 42. There is a strong community of interest among PLAINTIFF and the members of the
12 CALIFORNIA CLASS to, *inter alia*, ensure that the combined assets of DEFENDANTS are sufficient
13 to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained;

14 43. The questions of law and fact common to the CALIFORNIA CLASS members
15 predominate over any questions affecting only individual members, including legal and factual issues
16 relating to liability and damages.

17 44. A class action is superior to other available methods for the fair and efficient adjudication
18 of this controversy because joinder of all class members is impractical. Moreover, since the damages
19 suffered by individual members of the class may be relatively small, the expense and burden of
20 individual litigation makes it practically impossible for the members of the class individually to redress
21 the wrongs done to them. Without class certification and determination of declaratory, injunctive,
22 statutory and other legal questions within the class format, prosecution of separate actions by individual
23 members of the CALIFORNIA CLASS will create the risk of:

24 a. Inconsistent or varying adjudications with respect to individual members of the
25 CALIFORNIA CLASS which would establish incompatible standards of conduct for the
26 parties opposing the CALIFORNIA CLASS; and/or,

27 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
28 which would as a practical matter be dispositive of the interests of the other members not

party to the adjudication or substantially impair or impeded their ability to protect their interests.

45. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANTS.

FIRST CAUSE OF ACTION

For Unlawful Business Practices

[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)

46. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

47. DEFENDANTS are “person[s]” as that term is defined under Cal. Bus. and Prof. Code § 17021.

48. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition as follows:

Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition.

Cal. Bus. & Prof. Code § 17203.

49. By reason of this uniform conduct applicable to PLAINTIFF and all CALIFORNIA CLASS members, during the CLASS PERIOD, DEFENDANTS commit acts of unfair competition in violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the

“UCL”), by engaging and continuing to engage in business practices which violates California law, including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations and the California Labor Code including Sections 204, 210, 226, 226.7, 510, 512, 1194, 1197, 1197.1, 1198 & 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

50. By the conduct alleged herein, DEFENDANTS’ practices were unlawful and unfair in that these practices violated public policy, were immoral, unethical, oppressive, unscrupulous or substantially injurious to employees, and were without valid justification or utility for which this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California Business & Professions Code, including restitution of wages wrongfully withheld.

51. By the conduct alleged herein, DEFENDANTS’ practices were deceptive and fraudulent in that DEFENDANTS’ uniform policy and practice failed to, *inter alia*, provide the legally mandated meal and rest periods, the required accurate amount of compensation for missed meal and rest periods, overtime and minimum wages owed, provide accurate itemized wage statements, due to a systematic business practice that cannot be justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

52. By the conduct alleged herein, DEFENDANTS’ practices were also unlawful, unfair and deceptive in that DEFENDANTS’ employment practices caused PLAINTIFF and the other members of the CALIFORNIA CLASS to be underpaid during their employment with DEFENDANTS.

53. By the conduct alleged herein, DEFENDANTS’ practices were also unlawful, unfair and deceptive in that DEFENDANTS’ uniform policies, practices and procedures failed to, *inter alia*, provide the legally mandated meal and rest periods, the required accurate amount of compensation for missed meal and rest periods, overtime and minimum wages owed, provide accurate itemized wage statements, to PLAINTIFF and the other members of the CALIFORNIA CLASS as required by Cal. Labor Code.

54. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each workday in which a second off-duty meal period was not timely provided for each ten (10) hours of work.

55. PLAINTIFF further demands on behalf of himself and on behalf of each CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off duty paid rest period was not timely provided as required by law.

56. PLAINTIFF further demands on all wages due to PLAINTIFF and the members of the CALIFORNIA CLASS as a result of working while off the clock on meal periods, inaccurately calculated overtime and missed meal and rest periods premiums.

57. By and through the unlawful and unfair business practices described herein, DEFENDANTS has obtained valuable property, money and services from PLAINTIFF and the other members of the CALIFORNIA CLASS, including earned wages for all overtime worked, and has deprived them of valuable rights and benefits guaranteed by law and contract, all to the detriment of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS to unfairly compete against competitors who comply with the law.

58. All the acts described herein as violations of, among other things, the Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive and unscrupulous, were deceptive, and thereby constitute unlawful, unfair and deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

59. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to, and do, seek such relief as may be necessary to restore to them the money and property which DEFENDANTS has acquired, or of which PLAINTIFF and the other members of the CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair business practices, including earned but unpaid wages for all overtime worked.

60. PLAINTIFF and the other members of the CALIFORNIA CLASS are further entitled to, and do, seek a declaration that the described business practices are unlawful, unfair and deceptive, and

that injunctive relief should be issued restraining DEFENDANTS from engaging in any unlawful and unfair business practices in the future.

61. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal and economic harm unless DEFENDANTS is restrained from continuing to engage in these unlawful and unfair business practices.

SECOND CAUSE OF ACTION

For Failure to Pay Overtime Compensation

[Cal. Lab. Code §§ 510, *et seq.*]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)

62. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

63. PLAINTIFF and the other members of the CALIFORNIA CLASS for the period between April 6, 2016 and the present ("LABOR CLASS PERIOD") bring a claim for DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS' failure to pay these employees for all overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

64. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

65. Cal. Lab. Code § 510 further provides that employees in California shall not be employed more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

66. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code § 1198

1 further states that the employment of an employee for longer hours than those fixed by the Industrial
2 Welfare Commission is unlawful.

3 67. During the LABOR CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members
4 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time they
5 worked or were not accurately compensated for all overtime hours worked.

6 68. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
7 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a
8 uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and other
9 CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the other
10 members of the CALIFORNIA CLASS for overtime worked, including, the overtime work performed
11 in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours
12 in any workweek.

13 69. In committing these violations of the California Labor Code, DEFENDANTS inaccurately
14 calculated the amount of overtime worked and the applicable overtime rates and consequently underpaid
15 the actual time worked by PLAINTIFF and other members of the CALIFORNIA CLASS.
16 DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages, and other benefits
17 in violation of the California Labor Code, the Industrial Welfare Commission requirements and other
18 applicable laws and regulations.

19 70. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
20 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full compensation for
21 all overtime worked.

22 71. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from the
23 overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF and the other
24 members of the CALIFORNIA CLASS. Further, PLAINTIFF and the other members of the
25 CALIFORNIA CLASS are not subject to a valid collective bargaining agreement that would preclude
26 the causes of action contained herein this Complaint. Rather, the PLAINTIFF brings this Action on
27 behalf of himself and the CALIFORNIA CLASS based on DEFENDANTS' violations of non-
28 negotiable, non-waivable rights provided by the State of California.

1 72. During the LABOR CLASS PERIOD, PLAINTIFF and the other members of the
2 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a failure
3 to pay all earned wages.

4 73. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the
5 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the maximum
6 hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF
7 and the other members of the CALIFORNIA CLASS were required to work, and did in fact work,
8 overtime as to which DEFENDANTS failed to accurately record and pay using the applicable overtime
9 rate as evidenced by DEFENDANTS' business records and witnessed by employees.

10 74. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation
11 to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true time they worked,
12 PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to
13 suffer an economic injury in amounts which are presently unknown to them and which will be
14 ascertained according to proof at trial.

15 75. DEFENDANTS knew or should have known that PLAINTIFF and the other members of
16 the CALIFORNIA CLASS were under compensated for all overtime worked. DEFENDANTS
17 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay
18 employees for their labor as a matter of uniform company policy, practice and procedure, and
19 DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other
20 members of the CALIFORNIA CLASS for overtime worked.

21 76. In performing the acts and practices herein alleged in violation of California labor laws,
22 and refusing to compensate the members of the CALIFORNIA CLASS for all time worked and provide
23 them with the requisite overtime compensation, DEFENDANTS acted and continues to act intentionally,
24 oppressively, and maliciously toward PLAINTIFF and the other members of the CALIFORNIA CLASS
25 with a conscious of and utter disregard for their legal rights, or the consequences to them, and with the
26 despicable intent of depriving them of their property and legal rights, and otherwise causing them injury
27 in order to increase company profits at the expense of these employees

28 77. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request

recovery of all unpaid wages, including overtime wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent overtime compensation is determined to be owed to the CALIFORNIA CLASS members who have terminated their employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS members. DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are entitled to seek and recover statutory costs.

THIRD CAUSE OF ACTION

For Failure to Pay Minimum Wages

[Cal. Lab. Code §§ 1194, 1197 and 1197.1]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)

78. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

79. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS' failure to accurately record, calculate and pay minimum and reporting time wages to PLAINTIFF and CALIFORNIA CLASS members during the LABOR CLASS PERIOD.

80. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

81. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

82. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum wage compensation and interest thereon, together with the costs of suit.

83. DEFENDANTS maintain a uniform wage practice of paying PLAINTIFF and the other

1 members of the CALIFORNIA CLASS without regard to the correct amount of time they work. For
2 instance, as set forth herein, DEFENDANTS maintained a uniform policy that required PLAINTIFF to
3 work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break without
4 compensation. Further, as set forth herein, DEFENDANTS' uniform policy and practice was to
5 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the other members
6 of the CALIFORNIA CLASS.

7 84. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
8 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a
9 uniform policy and practice that denies accurate compensation to PLAINTIFF and the other members
10 of the CALIFORNIA CLASS in regard to minimum wage pay.

11 85. In committing these violations of the California Labor Code, DEFENDANTS inaccurately
12 calculated the correct time worked and consequently underpaid the actual time worked by PLAINTIFF
13 and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an illegal attempt to avoid
14 the payment of all earned wages, and other benefits in violation of the California Labor Code, the
15 Industrial Welfare Commission requirements and other applicable laws and regulations.

16 86. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
17 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct minimum
18 wage compensation for their time worked for DEFENDANTS.

19 87. During the LABOR CLASS PERIOD, PLAINTIFF and the other members of the
20 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a failure
21 to pay all earned wages.

22 88. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation
23 to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true time they worked,
24 PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to
25 suffer an economic injury in amounts which are presently unknown to them and which will be
26 ascertained according to proof at trial.

27 89. DEFENDANTS knew or should have known that PLAINTIFF and the other members of
28 the CALIFORNIA CLASS were under compensated for their time worked. DEFENDANTS

1 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay
2 employees for their labor as a matter of uniform company policy, practice and procedure, and
3 DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other
4 members of the CALIFORNIA CLASS the correct minimum wages for their time worked.

5 90. In performing the acts and practices herein alleged in violation of California labor laws,
6 and refusing to compensate the members of the CALIFORNIA CLASS for all time worked and provide
7 them with the requisite compensation, DEFENDANTS acted and continues to act intentionally,
8 oppressively, and maliciously toward PLAINTIFF and the other members of the CALIFORNIA CLASS
9 with a conscious and utter disregard for their legal rights, or the consequences to them, and with the
10 despicable intent of depriving them of their property and legal rights, and otherwise causing them injury
11 in order to increase company profits at the expense of these employees.

12 91. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
13 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of
14 any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code
15 and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed
16 to the CALIFORNIA CLASS members who have terminated their employment, DEFENDANTS'
17 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled
18 to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of
19 these CALIFORNIA CLASS members. DEFENDANTS' conduct as alleged herein was willful,
20 intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members are
21 entitled to seek and recover statutory costs.

22 **FOURTH CAUSE OF ACTION**

23 **For Failure to Provide Required Meal Periods**

24 **[Cal. Lab. Code §§ 226.7 & 512]**

25 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

26 92. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
27 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

28 93. From time-to-time during the LABOR CLASS PERIOD, as a result of their overburdened

work requirements, inadequate staffing and not being relieved of cordless communication devices during their shifts, DEFENDANTS failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS members as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA CLASS members did not prevent these employees from being relieved of all of their duties for the legally required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were from time to time not fully relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' business records from time to time. Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second off-duty meal period in some workdays in which these employees were required by DEFENDANTS to work ten (10) hours of work. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeited meal breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

94. DEFENDANTS further violates California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not provided a meal period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of compensation for each workday that a meal period was not provided.

95. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

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FIFTH CAUSE OF ACTION

For Failure to Provide Required Rest Periods

[Cal. Lab. Code §§ 226.7 & 512]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)

96. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

97. From time-time during the LABOR CLASS PERIOD, as a result of their overburdened work requirements, inadequate staffing and not being relived of cordless communication devices during their shifts, PLAINTIFF and other CALIFORNIA CLASS members were from time to time required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

98. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of compensation for each workday that rest period was not provided.

99. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

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1 **SIXTH CAUSE OF ACTION**

2 **For Failure to Provide Accurate Itemized Statements**

3 **[Cal. Lab. Code §§ 226 and 226.2]**

4 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

5 100. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

7 101. Cal. Labor Code § 226 provides that an employer must furnish employees with an
8 “accurate itemized” statement in writing showing:

- 9 1. Gross wages earned;
- 10 2. Total hours worked by the employee, except for any employee
11 whose compensation is solely based on a salary and who is exempt from
12 payment of overtime under subdivision (a) of Section 515 or any applicable
13 order of the Industrial Welfare Commission;
- 14 3. The number of piece-rate units earned and any applicable piece rate
15 if the employee is paid on a piece-rate basis;
- 16 4. All deductions, provided that all deductions made on written orders
17 of the employee may be aggregated and shown as one item;
- 18 5. Net wages earned;
- 19 6. The inclusive dates of the period for which the employee is paid,
- 20 7. The name of the employee and his or her social security number,
21 except that by January 1, 2008, only the last four digits of his or her social
22 security number or an employee identification number other than a social
23 security number may be shown on the itemized statement,
- 24 8. The name and address of the legal entity that is the employer, and
- 25 9. All applicable hourly rates in effect during the pay period and the
26 corresponding number of hours worked at each hourly rate by the employee.

27 102. From time-to-time during the LABOR CLASS PERIOD, DEFENDANTS also failed to
28 provide PLAINTIFF and the other members of the CALIFORNIA CLASS with complete and accurate

1 wage statements which failed to accurately show, among other things, (1) total number of hours
2 worked, (2) net wages earned, (3) gross wages earned and (7) all applicable hourly rates in effect during
3 the pay period and the corresponding number of hours worked at each hourly rate by the employee in
4 violation of California Labor Code Section 226.

5 103. DEFENDANTS knowingly and intentionally failed to comply with Cal. Labor Code §
6 226, causing injury and damages to the PLAINTIFF and the other members of the CALIFORNIA
7 CLASS. These damages include, but are not limited to, costs expended calculating the correct rates for
8 the overtime worked and the amount of employment taxes which were not properly paid to state and
9 federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other
10 members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00)
11 for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each
12 violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, and all other damages and
13 penalties available pursuant to Labor Code § 226.2(a)(6), all in an amount according to proof at the time
14 of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective
15 member of the CALIFORNIA CLASS herein.

16 **SEVENTH CAUSE OF ACTION**

17 **FAILURE TO PAY WAGES WHEN DUE**

18 **(Cal. Lab. Code §§201, 202, 203)**

19 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS Against All DEFENDANTS)**

20 104. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
21 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

22 105. Cal. Lab. Code § 200 provides that:

23 As used in this article:(a) "Wages" includes all amounts for labor
24 performed by employees of every description, whether the amount is fixed
25 or ascertained by the standard of time, task, piece, Commission basis, or
26 other method of calculation. (b) "Labor" includes labor, work, or service
27 whether rendered or performed under contract, subcontract, partnership,
28 station plan, or other agreement if the labor to be paid for is performed
personally by the person demanding payment.

1 106. Cal. Lab. Code § 201 provides, in relevant part, that “If an employer discharges an
2 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

3 107. Cal. Lab. Code § 202 provides, in relevant part, that:

4 If an employee not having a written contract for a definite period quits his
5 or her employment, his or her wages shall become due and payable not
6 later than 72 hours thereafter, unless the employee has given 72 hours
7 previous notice of his or her intention to quit, in which case the employee
8 is entitled to his or her wages at the time of quitting. Notwithstanding any
9 other provision of law, an employee who quits without providing a 72-hour
10 notice shall be entitled to receive payment by mail if he or she so requests
11 and designates a mailing address. The date of the mailing shall constitute
12 the date of payment for purposes of the requirement to provide payment
13 within 72 hours of the notice of quitting.

14 108. There is no definite term in PLAINTIFF’s or any CALIFORNIA CLASS members’
15 employment contract.

16 109. Cal. Lab. Code § 203 provides:

17 If an employer willfully fails to pay, without abatement or reduction, in
18 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
19 employee who is discharged or who quits, the wages of the employee shall
20 continue as a penalty from the due date thereof at the same rate until paid
21 or until an action therefor is commenced; but the wages shall not continue
22 for more than 30 days.

23 110. During the LABOR CLASS PERIOD, the employment of many CALIFORNIA CLASS
24 members terminated, and DEFENDANTS have not tendered payment of wages, to these employees
25 who missed meal and rest breaks and/or were underpaid overtime, or worked off the clock during what
26 was supposed to be off duty meal periods, as required by law.

27 111. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the members
28 of the CALIFORNIA CLASS whose employment has, PLAINTIFF demand up to thirty days of pay as
penalty for not paying all wages due at time of termination for all employees who terminated
employment during the LABOR CLASS PERIOD, and demands an accounting and payment of all
wages due, plus interest and statutory costs as allowed by law.

////

1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for judgment against each DEFENDANTS, jointly and
3 severally, as follows:

4 1. On behalf of the CALIFORNIA CLASS:

5 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as
6 a class action pursuant to Cal. Code of Civ. Proc. § 382;

7 B) An order temporarily, preliminarily and permanently enjoining and restraining
8 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;

9 C) An order requiring DEFENDANTS to pay all wages and all sums unlawfully withheld
10 from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and,

11 D) Restitutionary disgorgement of DEFENDANTS's ill-gotten gains into a fluid fund for
12 restitution of the sums incidental to DEFENDANTS's violations due to PLAINTIFF and to the other
13 members of the CALIFORNIA CLASS.

14 E) That the Court certify the Second, Third, Fourth, Fifth, Sixth and Seventh Causes of
15 Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. §
16 382;

17 1. Compensatory damages, according to proof at trial, including compensatory
18 damages for unpaid minimum wages and overtime compensation due PLAINTIFF and the other
19 members of the CALIFORNIA CLASS, during the applicable CALIFORNIA CLASS PERIOD plus
20 interest thereon at the statutory rate;

21 2. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
22 which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA
23 CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four
24 thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226;

25 3. Meal and rest period compensation pursuant to California Labor Code Section
26 226.7, 512 and the applicable IWC Wage Order;

27 4. Waiting time penalties pursuant to Labor Code Section 201, 202 and 203;
28

1 5. For liquidated damages pursuant to California Labor Code Sections 1194.2 and
2 1197; and;

3 2. On all claims:

- 4 A) An award of interest, including prejudgment interest at the legal rate;
5 B) Such other and further relief as the Court deems just and equitable; and,
6 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law,
7 including, but not limited to, pursuant to Labor Code §226, §1194, §2699 *et seq.*, and/or §2802.

8
9 Dated: April 20, 2020

Respectfully Submitted,
JCL LAW FIRM, A.P.C.

11 By: 
12 Jean-Claude Lapuyade
13 Attorneys for PLAINTIFF

14 **DEMAND FOR JURY TRIAL**

15 PLAINTIFF demands a jury trial on all issues triable to a jury.

16
17 Dated: April 20, 2020

Respectfully Submitted,
JCL LAW FIRM, A.P.C.

19 By: 
20 Jean-Claude Lapuyade
21 Attorneys for PLAINTIFF
22
23
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25
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28

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CSC
2710 GATEWAY OAKS DRIVE
SUITE 150N
SACRAMENTO, CA 95833



9590 9402 4876 9032 4231 78

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Kaitlyn Manner

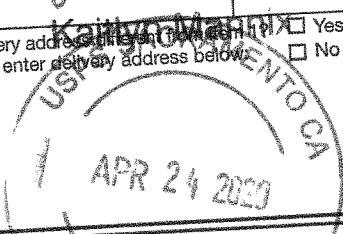
☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address on this mailpiece? ☒ Yes
If YES, enter delivery address below ☐ No



3. Service Type

- ☐ Adult Signature
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- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

EXHIBIT 3



POTTER HANDY, LLP

A Law Firm

8033 Linda Vista Rd, Suite 200
San Diego, CA 92111

Rene Potter, Attorney

Jim Treglio

Phone: (858) 375-7385

Fax: (888) 422-5191

April 3, 2020

Filed Via LWDA's PAGA Claim Notice Online Form

Copy Sent Via Certified Mail to:

HLT Conrad Domestic Employer LLC
755 Crossover Lane
Memphis, TN 38117

HLT Conrad Domestic Employer LLC
7930 Jones Branch Drive
McLean, VA 22102

Corporation Service Co. DBA CSC –
Lawyers Incorporating Service, (C1592199)
Agent for Service for
HLT Conrad Domestic Employer LLC
251 Little Falls Drive
Wilmington, DE 19808

Re: Rodger Capps v. HLT Conrad Domestic Employer LLC
Amended California Labor Code § 2699 Penalties; Notice of Intent to File Suit

Dear Counsel:

This office represents Plaintiff Rodger Capps ("Plaintiff") and a proposed group of current and former employees working for HLT Conrad Domestic Employer LLC, ("Defendant") in the State of California for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 1194, 1194.2, 1197, 1197.1, 1198,¹ 1199 as well as IWC Wage Order No. 4-2001. Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of the following groups of aggrieved employees:

(1) all individuals who are or were employed by Defendant or its predecessor or merged entities in California as hourly, non-exempt employees, who were required by Defendant to have their meal periods on the property and when the workload permits, from one year prior to the mailing of this notice through the present ("meal period aggrieved employees"); and

(2) all individuals who are or were employed by Defendant or its predecessor or merged

¹ All alleged violations of IWC Wage Order 4-2001 are also deemed to be alleged violations of Labor Code §§ 1197 and 1198.

entities in California as hourly, non-exempt employees, who worked shifts in excess of three and a half hours, from one year prior to the mailing of this notice through the present ("rest period aggrieved employees").

Collectively, the meal period aggrieved employees and the rest period aggrieved employees are hereinafter referred to as the "Aggrieved Employees" or "aggrieved employees."

This letter is to provide notice to you and to the California Labor Workforce Development Agency of some of the facts and legal theories in connection with the above referenced aggrieved employees in compliance with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*²

Factual Background

Plaintiff and the aggrieved employees are and were employed by HLT Conrad Domestic Employer LLC, one of the world's largest and fastest-growing hospitality companies with nearly 6,000 properties under 18 brands present in 117 countries. Specifically, Plaintiff was hired as a Plant Mechanic at the Hilton San Diego Bayfront located at 1 Park Blvd., San Diego, California 92101.

Like all Aggrieved Employees, Plaintiff worked shifts of eight hours within an eight hour period. They shall have their lunch period when the workload permits. Rest breaks are to be taken on property.

While Plaintiff and the Aggrieved Employees were provided with two 15-minute paid rest breaks and one 30-minute meal period when the workload permits, they were not allowed to leave the premises at any other time, and had to remain available to their supervisors in person or by phone.

Claims Asserted by Plaintiff

- i. Plaintiff and the Meal Period Aggrieved Employees Are Not and Were Not Provided with Meal Periods of Thirty Minutes of Interrupted Off-Duty Time

Labor Code § 512 requires employers to provide employees with thirty (30) minute uninterrupted and duty-free meal period within the first five hours of work. "An on-duty meal period is permitted only when the nature of the work prevents an employee from being relieved of all duty and the parties agree in writing to an on-duty paid meal break." (*Lubin v. The Wackenhut Corp.* (2016) 5 Cal. App. 5th 926, 932.) The written agreement must include a provision allowing the employee to revoke it at any time. *Id.*

Generally, the DLSE and courts have "found that the nature of the work exception applies: '(1) where the work has some particular external force that requires the employee to be on duty at all

² See *Cardenas v. McLane FoodServices, Inc.* (C.D. Cal. Jul. 8, 2011) 796 F. Supp. 2d 1246, 1261; *Moua v. Int'l Bus. Machines Corp.* (N.D. Cal. Jan. 31, 2012) 2012 WL 370570, at *5; *York v. Starbucks Corp.*, (C.D. Cal. Nov. 1, 2012) 2012 WL 10890355, at *4.

times, and (2) where the employee is the sole employee of a particular employer.” (*Id.* at p. 945; *Abdullah v. U.S. Security Associates, Inc.* (9th Cir. 2013) 731 F.3d 952, 958–959.) “[I]t is the employer’s obligation to determine whether the nature of the work prevents an employee from being relieved *before* requiring an employee to take an on-duty meal period.” (*Lubin, supra*, 5 Cal. App. 5th at p. 946.) Nor may an employer “discharge its duty by arguing that its clients who requested on-duty meal periods determined that the nature of the work prevented officers from being relieved of all duty.” (*Id.* at p. 947; *Benton, supra*, 220 Cal. App. 4th at p. 729.)

As with rest periods, under Labor Code § 512, if an employer maintains a uniform policy that does not authorize and permit the amount of meal time called for under the law (as specified in the applicable Wage Order), “it has violated the wage order and is liable.” The *Brinker* Court explained in the context of rest breaks that employer liability attaches from adopting an unlawful policy:

An employer is required to authorize and permit the amount of rest break time called for under the wage order for its industry. If it does not—if, for example, it adopts a uniform policy authorizing and permitting only one rest break for employees working a seven-hour shift when two are required—***it has violated the wage order and is liable.*** *Brinker Rest. Corp. v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1033. (Emphasis added.)

As a result of its lunch period policies, Defendant violated Labor Code § 512 and IWC Wage Order No. 9 by failing to provide duty-free meal periods to Plaintiff and the aggrieved employees of 30 minutes or more. Because Defendant required Plaintiff and the aggrieved employees to have their lunch period on-duty on the property when the workload permits, Defendant effectively prevents Plaintiff and the aggrieved employees from leaving the premises.

Thus, Defendant unlawfully retained control of Plaintiff and the aggrieved employees during their meal periods, even though the nature of the work did not necessitate an on-duty meal period (and by failing to enter into proper on-duty meal period agreements). See *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal. 5th 257, 275 (holding that on-premises breaks violate California law). As a result of Defendant’s failure to authorize or permit lawful meal periods, Plaintiff and the aggrieved employees frequently did not receive duty-free thirty-minute duty-free meal periods within the first five (5) hours of their work. Defendant also failed to pay Plaintiff and the meal period aggrieved employees meal period premiums for each workday that the employees did not receive a compliant meal period.

Labor Code § 226.7 provides “an employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission (“IWC”). Similarly, IWC Wage Order 9-2001 prohibits an employer from “employ[ing] any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes. IWC Wage Order 9-2001 further obligates employers to provide an employee to “pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided. Accordingly, for each day that Plaintiff and the aggrieved employees did not receive compliant meal periods, they are entitled to receive meal period premiums pursuant to Labor Code § 226.7 and Wage Order

9-2001.

ii. Plaintiff and the Aggrieved Employees were not Provided Duty Free Compliant Rest Periods

Pursuant to Labor Code § 226.7, and Wage Order 4-2001, Defendant failed to provide Plaintiff and the other rest period aggrieved employees with duty-free rest periods of not less than ten (10) minutes for every major fraction of four hours worked.

Labor Code § 226.7 provides "an employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission ("IWC')." Under IWC Wage Order 4-2001 an employer must authorize and permit all employees to take ten (10) minute duty free rest periods for every major fraction of four hours worked.

Defendant failed to implement a lawful rest period policy that informed Plaintiff and the aggrieved employees of their right to receive lawful rest periods for shifts greater than 3.5 hours. Although Defendant provided Plaintiff and the rest period aggrieved employees with two 15-minute paid rest breaks, these could only be taken on the property. To the extent that Plaintiff and the rest period aggrieved employees could stop work during their shifts, they were nonetheless on-call to their supervisors, and were not provided with duty-free rest periods. *See Augustus v. ABM Security Services, Inc.*, 2016 WL 7407328 (Cal. Dec. 22, 2016) (holding that on-duty rest breaks violate California law).

Pursuant to Labor Code § 226.7 and Wage Order 1-2001, Defendant failed to provide Plaintiff and the rest period aggrieved employees with duty-free rest periods of not less than ten (10) minutes for every major fraction of four (4) hours worked.

The *Brinker* Court explained in the context of rest breaks that employer liability attaches from adopting an unlawful policy:

An employer is required to authorize and permit the amount of rest break time called for under the wage order for its industry. If it does not-if, for example, it adopts a uniform policy authorizing and permitting only one rest break for employees working a seven-hour shift when two are required-it has violated the wage order and is liable. *Brinker Rest. Corp. v. Sup. Ct.*, *supra*, 53 Cal.4th at 1033. (Emphasis added.)

Since Defendant did not offer employees the opportunity to receive a compliant off-duty ten minute rest periods, "the court may not conclude employees voluntarily chose to skip ... breaks." *Alberts v. Aurora Behavioral Health Care*, (2015) 241 Cal. App. 4th 388, 410 ("[i]f an employer fails to provide legally compliant meal or rest breaks, the court may not conclude employees voluntarily chose to skip those breaks."); accord *Brinker Rest. Corp. v. Sup. Ct.*, *supra*, 53 Cal.4th at 1033 ("No issue of waiver ever arises for a rest break that was required by law but never authorized; if a break is not authorized, an employee has no opportunity to decline to take it.").

Even an employer who maintains an otherwise compliant rest period policy, "reminded their employees of their availability-and the importance-of taking breaks on a daily basis, and even went so far as to conduct regular audits to ensure that employees were being offered rest breaks" will still be liable for rest period violations if the employees were not separately or properly compensated for the non-productive time associated with rest periods under a piece-rate compensation system. *Amaro v. Gerawan Farming, Inc.*, 2016 U.S. Dist. LEXIS 66842 * (E.D. Cal. May 19, 2016) *aff'd* *Amaro v. Gerawan*, 2016 U.S. Dist. LEXIS 112540, 2016 WL 4440966, at * 11 (E.D. Cal. Aug. 22, 2016); rev. denied by 9th Cir. (9th Cir. Nov. 16, 2016).

In addition, Plaintiff and the rest period aggrieved employees were not compensated with one (1) hours' worth of pay at their regular rate of compensation when they were not provided with a compliant rest period.

iii. Defendant Violated and Continues to Violate Labor Code § 204

Labor Code § 204 expressly requires that "[a]ll wages...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays." Pursuant to Labor Code § 204(d), these requirements are "deemed satisfied by the payment of wages for weekly, biweekly or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period."

Due to Defendant's failure to pay Plaintiff and the aggrieved employees for all rest period premiums³, Defendant failed to timely pay the aggrieved employees within seven (7) days of the close of the payroll period in accordance with Labor Code § 204 on a regular and consistent basis. *See Parson v. Golden State FC, LLC*, 2016 U.S. Dist. LEXIS 58299, 2016 WL 1734010, at *3-5 (N.D. Cal. May 2, 2016) (finding after *Ling* that a failure to pay rest period premiums can support claims under Labor Code §§ 203 and 204).

iv. Defendant's Violation of Labor Code §§ 201-203

As a result of Defendant's failure to pay wages to Plaintiff and the aggrieved employees for meal

³ Courts routinely find that employees who do not receive meal/rest periods premiums are entitled to waiting time penalties under Labor Code § 203. *See e.g. In re Autozone, Inc.*, 2016 U.S. Dist. LEXIS 105746 *23 (N.D. Cal. Aug. 10, 2016) (denying the defendant's motion for summary judgment on the plaintiff's claim for waiting time penalties based upon the failure to provide rest period premiums and finding that the California Court of Appeals decision in *Ling vs. P.F. Chang's China Bistro, Inc.* (2016) 245 Cal. App. 4th 1242 "concerned only whether 'a section 203 waiting time claim based on section 226.7 premium pay is an action brought for the non-payment of wages under section 218.5'"); *Parson v. Golden State FC, LLC*, 2016 U.S. Dist. LEXIS 58299, 2016 WL 1734010, at *3-5 (N.D. Cal. May 2, 2016) (finding after *Ling* that a failure to pay rest period premiums can support claims under Labor Code §§ 203 and 204); *Brewer v. Gen. Nutrition Corp.* (N.D. Cal. Aug. 27, 2015) 2015 WL 5072039, at *19 [denying defendant's motion for summary judgment because "the premium payments due under section 226.7 are to be considered "wages" for purposes of sections 203 and 226."]; *Abad v. Gen. Nutrition Centers, Inc.* (C.D. Cal. Mar. 7, 2013) 2013 WL 4038617, at *3-4 [distinguishing *Kirby*, and finding "Plaintiffs' section 203 claim for failure to pay wages... can be based on amounts owed under section 226.7.".)

period minimum wages and meal/rest period premiums, Defendant violated Labor Code § 203. Labor Code § 203 provides “if an employer willfully fails to pay . . . any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty. . .” for up to 30 days. Lab. Code § 203; *Mamika v. Barca*, (1998) 68 Cal.App.4th 487, 492.

Due to Defendant’s faulty policies described above, Plaintiff and all aggrieved employees whose employment with Defendant concluded were not compensated at the appropriate rate. Additionally, Defendant has failed to pay all aggrieved employees for all meal period premiums and rest period premiums, whose sums were certain, at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter.

v. Defendant’s Violation of Labor Code §§ 226(a) and 226.3

Further, Defendant failed to provide Plaintiff and the aggrieved employees accurate itemized wage statements in accordance with Labor Code § 226(a) (1, 2, 5, and 9). Labor Code § 226 obligates employers, semi-monthly or at the time of each payment to furnish an itemized wage statement in writing showing:

- (1) gross wages earned;
- (2) total hours worked by the employee;
- (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate;
- (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- (5) net wages earned;
- (6) the inclusive dates of the period for which the employee is paid;
- (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number;
- (8) the name and address of the legal entity that is the employer...;
- (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Due to Defendant’s failure to provide Plaintiff and the Aggrieved Employees lawful rest periods (and pay missed rest period premiums), the wage statements issued by Defendant do not indicate the correct amount of gross wages earned, the correct total hours worked, the correct net wages earned, or the applicable and/or correct hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of Labor Code § 226(a)(1), (2), (5) and (9).

Thus, Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant has violated Labor Code § 226(a)(1), (2), (5), and (9) with respect to Plaintiff and the aggrieved employees.

Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each

violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” As explained in detail above, Defendant failed to provide Plaintiff and the other aggrieved employees with accurate itemized wage statements. Accordingly, Plaintiff and the other aggrieved employees may also recover Labor Code § 226.3 penalties for Defendants’ violations of Labor Code § 226(a). *See Finder v. Leprino Foods Co.* (E.D. Cal. Mar. 12, 2015) No. 1:13-CV-2059 AWI-BAM, 2015 WL 1137151, at *7 [“the weight of authority counsels that violations of Section 226.3 may be the basis of a PAGA claim.”]; *Pedroza v. PetSmart, Inc.*, No. ED CV 11-298 GHK DTB, 2012 WL 9506073, at *6 (C.D. Cal. June 14, 2012) (“Lab. Code § 226.3 merely provides that failure to perform actions mandated by § 226(a) may trigger civil penalties.”).⁴

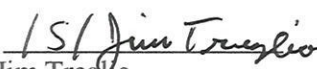
CONCLUSION

Therefore, pursuant to Labor Code § 2699.3, we write to inform you and the Labor and Workforce Development Agency, with whom this PAGA Notice has been filed, of our intent to pursue a PAGA representative action and a Class Action against Defendant seeking PAGA penalties under Labor Code § 2699 to be brought by Plaintiff, individually and on behalf of the aggrieved employees, as defined above.

Nevertheless, it is the policy of this firm to attempt to negotiate an early resolution of all matters where possible and beneficial to the aggrieved employees and all putative class members. If Defendant is interested in attempting to resolve this matter on a class-wide basis, including the PAGA claims, please contact me or have your lawyer contact me so that we can discuss an informal discovery plan and the possibility of early mediation on or before **April 23, 2020**. If we do not hear from you on or before April 23, 2020, we will proceed with this matter with the understanding that Defendant does not wish to negotiate an early resolution of this matter.

Dated: April 3, 2020

Respectfully submitted,


Jim Treglio

⁴ *Accord Singer v. Becton, Dickinson & Co., Med-Safe Sys.* (S.D. Cal. July 23, 2008) 2008 U.S. Dist. LEXIS 56326, *18; *Yadira v. Fernandez* (N.D. Cal. June 14, 2011) 2011 U.S. Dist. LEXIS 62894, *7–9, 2011 WL 2434043; *Willis v. Xerox Bus. Servs., LLC* (E.D. Cal. Nov. 15, 2013) No. 1:13-CV-01353-LJO, 2013 WL 6053831, at *7.

EXHIBIT 4

SERGIO JIMENEZ

**c/o Law Offices of
CHOI & ASSOCIATES
A Professional Law Corporation**
515 S. FIGUEROA ST., SUITE 1250
LOS ANGELES, CA 90071
(213) 381-1515
FAX 213-465-4885

January 6, 2021

VIA ONLINE FILING TO THE LWDA AND CERTIFIED MAIL TO EMPLOYER

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGA@dir.ca.gov

**Re: Jimenez, Sergio v. HLT Conrad Domestic LLC/ HLT Conrad Domestic
Employer LLC**

To Whom It May Concern:

This correspondence shall constitute as my written notice under Labor Code § 2699.3 of the claims asserted on behalf of myself and other aggrieved employees against my employer, HLT CONRAD DOMESTIC LLC/ HLT CONRAD DOMESTIC EMPLOYER LLC (collectively the “Company”). Specifically, I allege that the Company:

1. Violated Labor Code § 226(a) by failing to provide accurate wage statements. Specifically, the wage statements issued by the Company to myself and all other employees do not show the name of the legal entity that is the employer. Instead, HLT Conrad Domestic LLC, which is a forfeited corporation is shown on the wage statements.

Further, whenever shift differential wages were paid, the Company either (1) failed to identify the applicable rates of pay and corresponding number of hours for the shift differential wages or (2) double counted the hours worked causing the total hours worked to be an inaccurate number. Further, whenever overtime wages were paid, the overtime rate of pay was not shown a 1.5 times the regular rate of pay. Instead, the overtime time rate was identified as a base rate and a separate overtime time premium line item showing various rates. As a result of the foregoing, the total hours worked is inaccurate because the overtime hours are counted twice.

2. The Company violated Labor Code §§ 201-204 and 246 by failing to pay sick pay at the regular rate of pay. I and other employees routinely earned non-discretionary incentives such as shift differential wages, thus increasing our regular rate of pay. However, when sick pay

California Labor & Workforce Development Agency

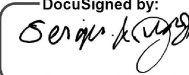
Page 2 of 2

was paid, it was paid at our base rate of pay rather than the regular rate of pay. As a result of such violations, the Company further violated Labor Code § 226 as the wage statements failed to accurately identify the accurate rates of pay and gross/net wages earned.

The address for the Company is:

HLT CONRAD DOMESTIC LLC
HLT CONRAD DOMESTIC EMPLOYER LLC
755 Crossover Lane
Memphis, TN 38117

Please contact my attorney, Edward W. Choi, at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,
DocuSigned by:

C620535106984A7...
Sergio Jimenez

Cc: HLT Conrad Domestic LLC/ HLT Conrad Domestic Employer LLC (via certified mail)

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Edward Choi](#)
Subject: Thank you for submission of your PAGA Case.
Date: Wednesday, January 6, 2021 4:07:37 PM

1/6/2021

LWDA Case No. LWDA-CM-817983-21
Law Firm : Law Offices of Choi & Associates
Plaintiff Name : Sergio Jimenez
Employer: HLT Conrad Domestic LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 5

Jackie Park

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Friday, April 8, 2022 12:30 PM
To: Choi & Associates
Subject: Thank you for your Proposed Settlement Submission

04/08/2022 12:29:23 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 6

JCL Law Firm

Transaction Report All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
Chaves v. Hilton (002-114)								
04/07/2020	Check	2141	Knox Attorney Services, Inc.	Invoice No. 4315998 Re: Report of Delivery for Recording	Client costs deferred	US Bank-Checking - 4270	108.75	108.75
04/20/2020	Check	2152	LWDA	Filing Fee	Client costs deferred	US Bank-Checking - 4270	75.00	183.75
04/26/2020	Expense		SD Superior Court		Client costs deferred	Chase Card 7349	7.64	191.39
05/29/2020	Expense		One Legal LLC	One Legal Order Number 14654355 - Filing Fee - Re: Complaint, Civil Case Cover Sheet, Original Summons	Client costs deferred	Chase Card 7349	459.31	650.70
05/30/2020	Expense		One Legal LLC	One Legal Order Number 14654355 - Filing Fee - Re: Complaint, Civil Case Cover Sheet, Original Summons	Client costs deferred	Chase Card 7349	1,033.00	1,683.70
05/31/2020	Journal Entry	Mar-May 2020 Postage		Postage for Mar-May 2020	Client costs deferred	-Split-	29.60	1,713.30
05/31/2020	Journal Entry	Mar-May 2020 Postage		Copies for Mar-May 2020	Client costs deferred	-Split-	8.10	1,721.40
06/24/2020	Check	2204	Knox Attorney Services, Inc.	Invoice No. 4319818 Re: Service On : HTL Conrad Domestic	Client costs deferred	US Bank-Checking - 4270	102.95	1,824.35
06/25/2020	Expense		One Legal LLC	One Legal Order Number 14829345 - Filing Fee - Re: Proof of Service of 30-day Summons & Complaint - Personal	Client costs deferred	Chase Card 7349	9.95	1,834.30
08/21/2020	Expense		One Legal LLC	One Legal Order Number 15081069 - Filing Fee - Re: Original Summons, Amended Complaint	Client costs deferred	Chase Card 7349	9.95	1,844.25
08/25/2020	Expense		SD Superior Court		Client costs deferred	Chase Card 7349	8.76	1,853.01
08/31/2020	Journal Entry	June-Aug 2020 Postage		Copies for June-Aug 2020	Client costs deferred	-Split-	2.60	1,855.61
08/31/2020	Journal Entry	June-Aug 2020 Postage		Postage for June-Aug 2020	Client costs deferred	-Split-	6.90	1,862.51
09/10/2020	Expense		SD Superior Court		Client costs deferred	Chase Card 7349	7.50	1,870.01
09/30/2020	Journal Entry	Sept. 2020 Postage		Copies for Sept. 2020	Client costs deferred	-Split-	0.80	1,870.81
09/30/2020	Journal Entry	Sept. 2020 Postage		Postage for Sept. 2020	Client costs deferred	-Split-	7.40	1,878.21
11/30/2020	Journal Entry	Nov. 2020 Postage		Copies for Nov. 2020	Client costs deferred	-Split-	4.80	1,883.01
01/21/2021	Expense		One Legal LLC	One Legal Order Number: 15770882 - Filing Fee: Case Management Statement, Proof of Service	Client costs deferred	Chase Card 7349	12.00	1,895.01
01/22/2021	Check	2375	Steven J. Rottman	Invoice No. 3897 re: Chavez v. HLT Conrad Domestic, LLC	Client costs deferred	US Bank-Checking - 4270	4,500.00	6,395.01
01/31/2021	Journal Entry	Jan. 2021 Postage		Copies for Jan. 2021	Client costs deferred	-Split-	0.30	6,395.31
02/03/2021	Expense		Court Call	Court Call ID: 11081330	Client costs deferred	Chase Card 7349	94.00	6,489.31
02/18/2021	Expense		One Legal LLC	One Legal Order Number: 15864788 - Filing Fee: Amendment to Complaint, Proof of Service	Client costs deferred	Chase Card 7349	12.00	6,501.31
02/18/2021	Expense		One Legal LLC	One Legal Order Number: 15892419 - Filing Fee: Case Management Statement, Proof of Service	Client costs deferred	Chase Card 7349	12.00	6,513.31
02/25/2021	Expense		Court Call	Court Call ID: 11113176	Client costs deferred	Chase Card 7349	94.00	6,607.31
02/26/2021	Expense		One Legal LLC	One Legal Order Number: 15932235 - Filing Fee: Notice and acknowledgment of Receipt	Client costs deferred	Chase Card 7349	12.00	6,619.31
02/28/2021	Journal Entry	Feb. 2021 Postage		Copies for Feb. 2021	Client costs deferred	-Split-	0.40	6,619.71
03/19/2021	Expense		One Legal LLC	One Legal Order Number: 16036452 - Filing Fee: Notice of Related Case; Proof of Service	Client costs deferred	Chase Card 7349	12.35	6,632.06
03/31/2021	Journal Entry	Mar. 2021 Postage		Copies for Mar. 2021	Client costs deferred	-Split-	1.20	6,633.26
04/09/2021	Expense		One Legal LLC	One Legal Order Number: 16140733 - Filing Fee: Case Management Statement, Proof of Service	Client costs deferred	Chase Card 7349	12.35	6,645.61
04/14/2021	Expense		Court Call	Court Call ID: 11177628	Client costs deferred	Chase Card 7349	94.00	6,739.61
04/30/2021	Journal Entry	Apr. 2022 Postage		Copies for Apr. 2021	Client costs deferred	-Split-	6.00	6,745.61
05/31/2021	Journal Entry	May 2021 Postage		Copies for May 2021	Client costs deferred	-Split-	4.90	6,750.51
06/26/2021	Check	2506	Steven J. Rottman	Invoice No. 3897 re: Chavez v. HLT Conrad Domestic, LLC	Client costs deferred	US Bank-Checking - 4270	2,562.50	9,313.01
06/28/2021	Expense		One Legal LLC	One Legal Order Number: 16516742 - Filing Fee: Notice of Jury Fee Deposit, Proof of Service	Client costs deferred	Chase Card 7349	166.78	9,479.79
06/30/2021	Journal Entry	June 2021 Postage		Copies for June 2021	Client costs deferred	-Split-	1.80	9,481.59
07/31/2021	Journal Entry	July 2022 Postage		Copies for July 2021	Client costs deferred	-Split-	4.50	9,486.09
09/15/2021	Check	2567	Ortman Mediation	Mediation	Client costs deferred	US Bank-Checking - 4270	1,666.67	11,152.76
10/08/2021	Expense		One Legal LLC	One Legal Order Number: 17038348 - Filing Fee Re: Notice of Change of Address and/or Telephone; Proof of Service	Client costs deferred	Chase Card 7349	12.35	11,165.11
10/17/2021	Check	2601	Econ One	Invoice No. 20640 - re: Professional Services	Client costs deferred	US Bank-Checking - 4270	1,112.50	12,277.61

JCL Law Firm

Transaction Report
All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
11/30/2021	Journal Entry	Nov 2021 Postage		Copies for Nov 2021	Client costs deferred	-Split-	0.10	12,277.71
12/31/2021	Journal Entry	Dec 2021 Postage		Postage for Dec 2021	Client costs deferred	-Split-	0.53	12,278.24
12/31/2021	Journal Entry	Dec 2021 Postage		Copies for Dec 2021	Client costs deferred	-Split-	0.70	12,278.94
Total for Chaves v. Hilton (002-114)							\$12,278.94	
TOTAL							\$12,278.94	

EXHIBIT 7

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Chaves v. Hilton (002-114)							
02/18/2020	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	15.00
02/21/2020	No	Tesla Stone	Send CIP; Set up new Case File; File Maintenance	150.00	1:00	150.00	165.00
02/25/2020	No	Tesla Stone	Sort & Save employee File; File Maintenance	150.00	1:30	225.00	390.00
02/27/2020	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	405.00
02/28/2020	No	Jean Claude Lapuyade	Fact Investigation - Client Meeting	550.00	3:48	2,090.00	2,495.00
03/02/2020	No	Jean Claude Lapuyade	Drafted Employee File Demand	550.00	1:30	825.00	3,320.00
03/02/2020	No	Tesla Stone	Send File Demand; Mail; File Maintenance	150.00	1:00	150.00	3,470.00
03/10/2020	No	Tesla Stone	Draft IUOE Ltr; Circulate	150.00	1:00	150.00	3,620.00
03/12/2020	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	3,635.00
04/06/2020	No	Jean Claude Lapuyade	Fact investigation - Reviewed Payroll Records	550.00	3:18	1,815.00	5,450.00
04/10/2020	No	Tesla Stone	Save & Sort Union Corre.	150.00	0:30	75.00	5,525.00
04/10/2020	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	5,540.00
04/14/2020	No	Jean Claude Lapuyade	Fact Investigation - R&R Employee File	550.00	5:36	3,080.00	8,620.00
04/17/2020	No	Jean Claude Lapuyade	Drafted Complaint	550.00	6:30	3,575.00	12,195.00
04/20/2020	No	Tesla Stone	Draft PAGA; Submit; Mail; File Maintenance; Pay Fee	150.00	1:30	225.00	12,420.00
04/20/2020	No	Jean Claude Lapuyade	Finalized Complaint for Filing	550.00	3:48	2,090.00	14,510.00
04/20/2020	No	Jean Claude Lapuyade	Drafted PAGA Notice	550.00	2:00	1,100.00	15,610.00
05/26/2020	No	Tesla Stone	Draft complaint; File and Serve; File Maintenance	150.00	1:30	225.00	15,835.00
05/28/2020	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	15,850.00
06/02/2020	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	15,865.00
06/05/2020	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	15,880.00
06/15/2020	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	15,895.00
06/24/2020	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	15,910.00
06/24/2020	No	Tesla Stone	File POS of Complaint; File Maintenance	150.00	0:30	75.00	15,985.00
07/01/2020	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	16,000.00
08/20/2020	No	Tesla Stone	Draft, Submit PAGA Errata & Serve; File Maintenance	150.00	1:30	225.00	16,225.00
08/20/2020	No	Tesla Stone	Draft FAC; File and Serve; File Maintenance	150.00	1:30	225.00	16,450.00
08/21/2020	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	16,465.00
09/03/2020	No	Tesla Stone	FAC Submission with LWDA; File Maintenance	150.00	0:18	45.00	16,510.00
09/18/2020	No	Tesla Stone	Draft Si & Serve; File Maintenance	150.00	1:00	150.00	16,660.00
09/21/2020	No	Jean Claude Lapuyade	Legal Research - Meal Period Premium Claims	550.00	3:12	1,760.00	18,420.00
09/22/2020	No	Tesla Stone	File Maintenance; Circulate	150.00	0:18	45.00	18,465.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
09/22/2020	No	Tesla Stone	File Maintenance; Circulate	150.00	0:12	30.00	18,495.00
09/23/2020	No	Jean Claude Lapuyade	Legal Research - Magadia post Magadia	550.00	1:54	1,045.00	19,540.00
10/20/2020	No	Tesla Stone	File Maintenance; Circulate	150.00	0:12	30.00	19,570.00
10/22/2020	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	19,585.00
10/22/2020	No	Tesla Stone	Draft M&C; Circulate; File Maintenance	150.00	1:00	150.00	19,735.00
10/28/2020	No	Jean Claude Lapuyade	Read and Revise Protective Order and Belaire Notice	550.00	1:24	770.00	20,505.00
12/01/2020	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	20,520.00
01/21/2021	No	Tesla Stone	Draft CMS; File and Serve; File Maintenance	150.00	1:30	225.00	20,745.00
01/21/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	20,760.00
01/21/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	20,775.00
02/03/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	20,790.00
02/08/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	20,805.00
02/11/2021	No	Tesla Stone	Draft Amend to FAC; File and Serve; File Maintenance	150.00	1:30	225.00	21,030.00
02/18/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	21,045.00
02/18/2021	No	Tesla Stone	Draft CMS; File and Serve; File Maintenance	150.00	1:30	225.00	21,270.00
02/25/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	21,285.00
02/26/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	21,300.00
02/26/2021	No	Tesla Stone	Serve NAR; File; ; File Maintenance	150.00	1:00	150.00	21,450.00
03/15/2021	No	Jean Claude Lapuyade	Drafted Client Status Letter	550.00	1:54	1,045.00	22,495.00
03/19/2021	No	Jean Claude Lapuyade	Attended CMC	550.00	0:48	440.00	22,935.00
03/19/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	22,950.00
03/19/2021	No	Tesla Stone	Draft Notice of Related Case; File and Serve; File Maintenance	150.00	1:30	225.00	23,175.00
03/19/2021	No	Jean Claude Lapuyade	Drafted Email to Plaintiffs' Counsel Re Mediation	550.00	0:48	440.00	23,615.00
03/22/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	23,630.00
03/22/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	23,645.00
03/29/2021	No	Tesla Stone	File Maintenance; Circulate	150.00	0:12	30.00	23,675.00
04/08/2021	No	Tesla Stone	File Maintenance; Circulate	150.00	0:12	30.00	23,705.00
04/09/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	23,720.00
04/09/2021	No	Tesla Stone	Draft CMS; File and Serve; File Maintenance	150.00	1:30	225.00	23,945.00
04/14/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	23,960.00
04/19/2021	No	Jean Claude Lapuyade	Discovery - Meet and Confer Letter Re SI (Set One)	550.00	1:12	660.00	24,620.00
04/21/2021	No	Tesla Stone	File Maintenance; Circulate	150.00	0:06	15.00	24,635.00
04/23/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	24,650.00
04/30/2021	No	Tesla Stone	Draft JPA; Circulate; File Maintenance	150.00	1:00	150.00	24,800.00
04/30/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	24,815.00
05/06/2021	No	Jean Claude	Discovery - Drafted Meet and Confer Letter Re SI	550.00	1:12	660.00	25,475.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade	(Set One)				
05/07/2021	No	Jean Claude Lapuyade	Law and Motion - Reviewed and Finalized Stipulation to Consolidate	550.00	0:30	275.00	25,750.00
05/21/2021	No	Tesla Stone	Review Joint Stip; Serve; File Maintenance	150.00	0:30	75.00	25,825.00
06/01/2021	No	Tesla Stone	File Maintenance; Circulate	150.00	0:12	30.00	25,855.00
06/08/2021	No	Tesla Stone	File Maintenance; Circulate	150.00	0:06	15.00	25,870.00
06/08/2021	No	Tesla Stone	Draft CMS; File and Serve; File Maintenance	150.00	1:30	225.00	26,095.00
06/09/2021	No	Jean Claude Lapuyade	Discovery - Drafted Mediation Data Demand Letter and Circulated to all P Counsel	550.00	1:06	605.00	26,700.00
06/10/2021	No	Jean Claude Lapuyade	Discovery - Meet and Confer Call with OC Re Belaire/Mediation and Follow Up Correspondence	550.00	1:18	715.00	27,415.00
06/15/2021	No	Jean Claude Lapuyade	Meet and Confer with OC Re MTC	550.00	0:18	165.00	27,580.00
06/23/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	27,595.00
06/25/2021	No	Tesla Stone	Draft Notice; File and Serve; File Maintenance	150.00	1:30	225.00	27,820.00
06/25/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	27,835.00
06/28/2021	No	Jean Claude Lapuyade	Pleading - Drafted Tolling Agreement	550.00	2:06	1,155.00	28,990.00
06/28/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	29,005.00
06/30/2021	No	Jean Claude Lapuyade	Pleadings - Drafted Tolling Agreement	550.00	2:18	1,265.00	30,270.00
07/15/2021	No	Jean Claude Lapuyade	Discovery - Meet and Confer Re Belaire MTC Deadline	550.00	0:48	440.00	30,710.00
07/16/2021	No	Tesla Stone	Draft Tolling Agreement; Serve; File Maintenance	150.00	1:30	225.00	30,935.00
07/27/2021	No	Jean Claude Lapuyade	Drafted Correspondence Re Mediation Data	550.00	1:00	550.00	31,485.00
07/30/2021	No	Jean Claude Lapuyade	Discovery - Drafted Correspondence to OC Re Mediation Data	550.00	0:30	275.00	31,760.00
07/30/2021	No	Jean Claude Lapuyade	Discovery - M&C with OC Re Mediation Data	550.00	0:36	330.00	32,090.00
08/09/2021	No	Tesla Stone	Sort & Save DEF Docs	150.00	1:30	225.00	32,315.00
08/13/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	32,330.00
08/31/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	32,345.00
09/02/2021	No	Jean Claude Lapuyade	Legal Research - On Duty Meal/Rest Policies	550.00	6:06	3,355.00	35,700.00
09/06/2021	No	Jean Claude Lapuyade	Meeting w/ Counsel Re Mediation Prep.	550.00	1:00	550.00	36,250.00
09/07/2021	No	Jean Claude Lapuyade	Drafted Status Letter to Client Re Mediation and Tolling	550.00	2:00	1,100.00	37,350.00
09/07/2021	No	Jean Claude Lapuyade	Mediation - Drafted Correspondence to all Counsel Re Claims analysis for brief	550.00	2:00	1,100.00	38,450.00
09/16/2021	No	Tesla Stone	File Maintenance; Circulate	150.00	0:12	30.00	38,480.00
09/20/2021	No	Tesla Stone	Draft FA tolling; File Maintenance; Serve	150.00	1:30	225.00	38,705.00
09/23/2021	No	Jean Claude Lapuyade	Drafted Amended Tolling Agreement	550.00	1:30	825.00	39,530.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
09/23/2021	No	Jean Claude Lapuyade	Legal Research - Mediation Brief Issues	550.00	3:18	1,815.00	41,345.00
09/24/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	41,360.00
09/24/2021	No	Jean Claude Lapuyade	Mediation - Drafted, Revised, Edited Mediation Brief	550.00	3:48	2,090.00	43,450.00
09/28/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	43,465.00
09/28/2021	No	Jean Claude Lapuyade	TCW All Counsel Re Mediation Prep	550.00	1:00	550.00	44,015.00
09/28/2021	No	Tesla Stone	Review Brief; Circulate	150.00	0:30	75.00	44,090.00
09/30/2021	No	Jean Claude Lapuyade	TCW Client - Pre Mediation Call	550.00	1:36	880.00	44,970.00
09/30/2021	No	Tesla Stone	Review Indiv Brief; Circulate	150.00	0:30	75.00	45,045.00
10/01/2021	No	Jean Claude Lapuyade	Attended Mediation	550.00	7:30	4,125.00	49,170.00
10/08/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	49,185.00
10/08/2021	No	Jean Claude Lapuyade	Mediation - TCW Mediator w/ Tripper Ortman	550.00	0:30	275.00	49,460.00
10/08/2021	No	Jean Claude Lapuyade	Drafted Change of Address	550.00	0:30	275.00	49,735.00
10/08/2021	No	Tesla Stone	Draft COA; File and Serve; File Maintenance	150.00	1:00	150.00	49,885.00
10/11/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	49,900.00
10/14/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	49,915.00
10/19/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	49,930.00
10/28/2021	No	Jean Claude Lapuyade	Drafted MOU	550.00	2:30	1,375.00	51,305.00
10/29/2021	No	Jean Claude Lapuyade	Settlement- Notice	550.00	0:48	440.00	51,745.00
11/02/2021	No	Jean Claude Lapuyade	Settlement - Settlement Agreement	550.00	2:48	1,540.00	53,285.00
11/02/2021	No	Jean Claude Lapuyade	Settlement- Individual Settlement Agreement	550.00	2:24	1,320.00	54,605.00
11/29/2021	No	Jean Claude Lapuyade	Discovery- Correspondence regarding MTC.	550.00	0:12	110.00	54,715.00
12/07/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	54,730.00
12/08/2021	No	Jean Claude Lapuyade	Settlement- Individual Settlement Agreement	550.00	2:12	1,210.00	55,940.00
12/16/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	55,955.00
01/06/2022	No	Jean Claude Lapuyade	Tolling Agreement	550.00	0:30	275.00	56,230.00
01/06/2022	No	Tesla Stone	Draft SA Tolling; Serve; File Maintenance	150.00	1:30	225.00	56,455.00
01/26/2022	No	Tesla Stone	Review MOU; Circulate	150.00	0:30	75.00	56,530.00
03/25/2022	No	Jean Claude Lapuyade	Settlement - Finalized PAGA Signature w/ Defense Edits	550.00	1:12	660.00	57,190.00
03/25/2022	No	Jean Claude Lapuyade	Drafted Status Letter to Client - Re Explanation of Settlement Terms	550.00	2:06	1,155.00	58,345.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
03/31/2022	No	Tesla Stone	Review SARs; Circulate; File Maintenance	150.00	1:00	150.00	58,495.00
04/04/2022	No	Jean Claude Lapuyade	Law and Motion - Review, Revise and Draft Approval Motion	550.00	2:24	1,320.00	59,815.00
04/05/2022	No	Jean Claude Lapuyade	Law and Motion - Finalized Approval Motion	550.00	1:42	935.00	60,750.00
Total for Chaves v. Hilton (002-114)					141:00	\$60,750.00	

EXHIBIT 8

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Chavez v. HLT

Tuesday, December 14, 2021

Requesting Attorneys Name:

Eddie Garcia

E-Mail:

EGarcia@jcl-lawfirm.com

ILYM Contact:

Sean Hartranft

E-Mail:

Sean@ilymgroupclassaction.com

Contact Number:

949.690.2564

PAGA Settlement

ASSUMPTIONS	
Total Estimated Number of Aggrieved Employees	1,358
Remail of Undeliverables	Yes
Certified Spanish Translations	No
Case Duration (Years)	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	5	\$750.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	6	\$720.00
NCOA	Flat Rate	\$128.10	1	\$128.10
Toll-Free Telephone Support	Flat Rate	\$250.00	1	\$250.00
Subtotal				\$1,848.10

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	8	\$1,200.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	8	\$1,000.00
Check, Stub & Release - (including 1099)	Per Check	\$2.00	1,358	\$2,716.00
USPS First Class 1oz Postage	Per Piece	\$0.55	1,358	\$746.90
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.50	272	\$679.00
Preparation of Taxes	Hourly	\$125.00	10	\$1,250.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00
Subtotal				\$9,091.90

*Additional Bank fees may apply

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	8	\$800.00
Declaration	Hourly	\$125.00	2	\$250.00
Subtotal				\$1,050.00

WILL NOT EXCEED: \$11,990.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.