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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

TEODORO S. FRANCISCO on behalf of himself and all others similarly situated Plaintiff, vs. CURIO MANAGEMENT LLC a Delaware limited liability company, HILTON MANAGEMENT LLC a Delaware limited liability company, HILTON DOMESTIC OPERATING COMPANY, INC. and DOES 1 through 50, inclusive, Defendants.	Case No. 20CV365920 ASSIGNED FOR ALL PURPOSES TO: JUDGE: Hon. Charles F. Adams DEPT: 7 **[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

WHEREAS, this action is pending before this Court as a putative class and PAGA action (the "Action"); and

WHEREAS, Plaintiff, through his motion for preliminary approval, has applied to this Court for an order preliminarily approving the settlement of the Action in accordance with the Joint Stipulation of Class and Representative Action Settlement and Release, and any exhibit annexed thereto, ("Settlement Agreement"), which sets forth the terms and conditions therein for a proposed settlement and final resolution of the Action; and the Court having read and considered the Settlement Agreement;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. This Order incorporates by reference the definitions in the final version of the Settlement Agreement as filed with the Court and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement;

2. The Court hereby preliminarily certifies the Class for settlement purposes only. For the purposes of this settlement, the Class is defined as: All current and former non-exempt employees employed by Defendants in the State of California to work in the Juniper Hotel Cupertino, Curio Collection by Hilton during the Class Period (April 1, 2016 through July 31, 2024). Should for whatever reason the Settlement not become final, the fact that the Parties were willing to stipulate to class certification as part of the Settlement shall have no bearing on, nor be admissible in connection with, the issue of whether a class should be certified in a non-settlement context**;**

3. PAGA Members shall mean means the group of Class Members employed by Defendants in the State of California to work in the Juniper Hotel Cupertino, Curio Collection by Hilton during the PAGA Period (April 1, 2019 through July 31, 2024) who constitute the allegedly Aggrieved Employees within the meaning of PAGA in this Action;

4. The Court hereby authorizes the retention and appoints Simpluris, Inc. as Settlement Administrator for the purpose of this Settlement;

5. The Court hereby preliminarily finds that James R. Hawkins, Isandra Fernandez, and Anthony Draper, of the law firm of James Hawkins APLC, may act as counsel for the Class. The Court further preliminarily finds that Plaintiff Teodoro S. Francisco may act as the class representative for the Class;

6. The Court hereby preliminarily APPROVES the proposed Notice of Class and Representative PAGA Action Settlement ("Class Notice") (The Class Notice is attached hereto as Exhibit 1). The Court further finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the proposed Settlement Agreement, of

the Class Members' right to be excluded from the Class, and of each Class Member's right and opportunity to object to the Settlement. The Class Notice shall be mailed to the Class Members as set forth in the Settlement Agreement;

7. The Court finds on a preliminary basis that the Settlement Agreement appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. It appears to the Court on a preliminary basis that the settlement amount is fair, adequate, and reasonable to all potential Class Members when balanced against the probable outcome of further litigation relating to liability and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties, at this time, are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. It further appears that the Settlement has been reached as the result of serious and non-collusive, arms-length negotiations;

8. The Court orders the following implementation schedule for further proceedings:

Preliminary approval order.	________________, 2025
Deadline for Defendants to provide the Class Data to the Settlement Administrator.	________________, 2025 (within fourteen (14) calendar days after Court Grants Preliminary Approval).
Mail notices to Settlement Class Members.	_________________,2025 (within twenty-one (21) calendar days after Settlement Administrator Receives Class Data from Defendants).

Deadline for fax or postmark by mail of any Request for Exclusion.	_________________, 2025 (forty-five (45) days after Settlement Administrator first mails Class Notice to Settlement Class Members).
Deadline for receipt by the Settlement Administrator of any objections to the Settlement.	________________, 2025 (forty-five (45) days after Settlement Administrator first mails Notice of Class Settlement to Settlement Class Members).
Deadline for Class Counsel to file Motion for Final Approval of Settlement.	_______________ 2025, or as set by the Court
Final Approval Hearing.	________________ 2025

IT IS SO ORDERED.

Dated: ____________

____
Hon Charles F. Adams
Judge of the Santa Clara County Superior Court

EXHIBIT 1

NOTICE OF CLASS AND REPRESENTATIVE PAGA ACTION SETTLEMENT

Teodoro S. Francisco v. Curio Management, LLC, et. al.
Santa Clara Superior Court Case No. 20CV365920

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

If you are or were employed by Curio Management LLC, Hilton Management LLC, or Hilton Domestic Operating Company, Inc. (collectively "Defendants") as a non-exempt employee in California who worked in the Juniper Hotel Cupertino, Curio Collection by Hilton at any time from April 1, 2016 through July 31, 2024, this proposed settlement may affect your rights. Please read this Notice carefully.

1. What is this Notice?

A proposed settlement ("Settlement") has been reached in *Teodoro S. Francisco v. Curio Management, LLC, et. al.*, Santa Clara Superior Court Case No. 20CV365920 ("Action").

Defendants' records show that you worked for Defendants as an hourly, non-exempt employee in the State of California at some point during the period from April 1, 2016 through July 31, 2024 (the "Class Period"). Therefore, you may be a member of the proposed Settlement of the Actions. The purpose of this Notice of Class and Representative PAGA Action Settlement ("Notice") is to describe the Action and the Settlement, and to inform you of your rights and options in connection with the Settlement.

PLEASE NOTE THAT THE COURT HAS NOT DETERMINED THAT DEFENDANTS VIOLATED THE LAW. DEFENDANTS ADMANTLY DENY THAT THEY VIOLATED ANY LAWS OR THAT THEY HARMED ITS EMPLOYEES IN ANY WAY. DEFENDANTS ARE SETTLING THESE LAWSUITS TO AVOID THE EXPENSE AND BURDEN OF FURTHER LITIGATION.

2. What are the cases about?

On April 1, 2020, Plaintiff Teodoro S. Francisco ("Plaintiff") filed a putative class action complaint against Defendants on behalf of himself and all other similarly situated. The case is pending in Santa Clara Superior Court as Case No. 20CV365920 ("Complaint"). The Complaint alleges claims for (1) failure to pay wages, including minimum and overtime wages; (2) failure to provide meal periods or compensation in lieu thereof; (3) failure to pay all wages timely upon termination; (4) failure to provide accurate itemized wage statements; and (5) violation of California Business and Professions Code section 17200, *et seq*.

On June 5, 2020, Plaintiff filed a First Amended Complaint ("Operative Complaint") adding a sixth cause of action for penalties pursuant to the Private Attorneys General Act ("PAGA"). The PAGA action seeks civil penalties on behalf of the State of California and allegedly aggrieved employees, including Plaintiff, for the same underlying violations alleged in the Complaint.

As noted above, Defendants adamantly deny that they violated the law in any way. Defendants deny, and continue to deny, the factual and legal allegations in the Operative Complaint and believe that Defendants have valid defenses to Plaintiff's claims. Defendants recognize, however, the risks and costs associated with litigation, as well as the disruption to their business. Defendants contend that Plaintiff's claims do not have merit and do not meet the requirements for class certification. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class or representative PAGA action.

The Court has not ruled on the merits of Plaintiff's claims or Defendants' defenses. This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendants (the "Parties") and is not an admission of liability on the part of Defendants. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff and his attorneys also believe that this Settlement is in the best interests of the class members and the State of California.

3. Who is affected by the Settlement?

1. You are eligible to participate as a member of the Settlement ("Class Members") if you meet the following definition:

   All persons employed by Defendants as a non-exempt employee in California who worked in the Juniper Hotel Cupertino, Curio Collection by Hilton at any time from April 1, 2016 through July 31, 2024 ("Class Period").

2. You are eligible to participate as a member of the Settlement of the PAGA Action ("PAGA Members") if you meet the following definition:

   All persons employed by Defendants as a non-exempt employee in California who worked in the Juniper Hotel Cupertino, Curio Collection by Hilton at any time from April 1, 2019 through July 31, 2024 ("PAGA Period").

According to Defendants' records, you are eligible to participate as a member of the Settlement.

4. What are the Settlement terms?

Subject to approval by the Court, the Settlement provides that Defendants will pay a maximum settlement amount of $605,000 (the "Maximum Settlement Amount") to resolve the Actions. This Maximum Settlement Amount includes the following payments:

1. An award of reasonable attorneys' fees to Class Counsel in an amount not to exceed $211,750;
2. Reimbursement of Class Counsel's litigation costs and expenses in an amount not to exceed $30,000;
3. An enhancement payment to Plaintiff in an amount not to exceed $10,000;
4. Settlement administration costs in an amount not to exceed $7,000.
5. Payments to Participating Class Members; and
6. PAGA Penalties to the State of California and PAGA Members in the total amount of $25,000.

Payments to Participating Class Members ("Individual Settlement Awards") – The Net Settlement Amount (*i.e.*, the Maximum Settlement Amount, less the Court-approved amounts for attorneys' fees and litigation costs, the enhancement payment, settlement administration costs, and the portion of the PAGA Penalty to be paid to the California Labor and Workforce Development Agency ("LWDA") and PAGA Members) will be paid to Class Members who do not opt out of the settlement by submitting a written request for exclusion ("Participating Class Members"). The amount of the Individual Settlement Awards will be determined on a *pro rata* basis, based on each Participating Class Member's respective number of compensable workweeks worked during the Class Period, in relation to the number of Compensable Weeks worked by all Participating Class Members during the period from April 1, 2016 through July 31, 2024.

Payments to All PAGA Members – $6,250, which is twenty-five percent (25%) of the total PAGA Penalty of $25,000, will be allocated towards payments to all PAGA Members, which will be calculated on a *pro rata* basis, based on the number of pay periods that each PAGA Member worked during the PAGA Period in relation to the total number of pay periods worked by all PAGA Members during the PAGA Period. All PAGA Members – regardless of whether they request to be excluded from the Settlement – will receive a PAGA Payment.

Tax Considerations – For tax purposes, Individual Settlement Awards will be allocated as follows: 20% as wages (the "wage portion") and 80% as non-wage income, penalties, and interest (the "non-wage portion"). The wage portion of each Individual Settlement Award will be subject to payroll taxes and withholdings and will be reported on an IRS Form W-2. The non-wage portion of the Individual Settlement Award will not be subject to payroll taxes or withholdings, and such amounts will be reported on an IRS Form 1099. Defendants' share of payroll taxes and withholdings with respect to the wage portion of the Individual Settlement Award will be paid by Defendants separately from and in addition to the Maximum Settlement Amount.

One hundred percent (100%) of the PAGA Payments to PAGA Members will be allocated as civil penalties. PAGA Payments will not be subject to payroll taxes or withholdings, and such amounts will be reported on an IRS Form 1099.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Participating Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Participating Class Member.

Settlement Checks – Settlement payments issued by the Settlement Administrator to Participating Class Members and PAGA Members must be cashed within One Hundred Eighty (180) calendar days of issuance. If a Participating Class Member or PAGA Member fails to cash a check for his or her Individual Settlement Award within 180 calendar days after the check is issued, the check will be voided and the Settlement Administrator will pay the amount represented by the uncashed check to the California Unclaimed Property Fund in the individual's name..

5. What payments am I eligible to receive under the Settlement?

Based on Defendants' records, your number of compensable workweeks is **[#]** (*i.e.*, the total number of workweeks that you worked as an hourly non-exempt employee in California during the time period of April 1, 2016 through July 31, 2024), and your estimated settlement payments are as follows:

- Potential Class Action Settlement Payment – **[$]**
- PAGA Action Settlement Payment – **[$]**

If you believe that you worked more or less workweeks as an hourly non-exempt employee in California during the period of April 1, 2016 through July 31, 2024 and you wish to dispute your workweek calculations, you must contract the Settlement Administrator by **[DEADLINE]** and provide the Settlement Administrator all evidence to support your contention that your total workweek calculation is incorrect. The Settlement Administrator will make the final determination with respect to any dispute workweek calculations.

6. What are my options regarding participating in the Settlement?

You generally have two options under this Settlement. You may: (1) participate fully in the Settlement and be eligible to receive an Individual Settlement Award (if eligible) and PAGA Payment (if eligible); or (2) exclude yourself from (*i.e.*, opt out of) the Settlement of the Potential Class Action and only be eligible to receive a payment for the resolution of the PAGA claims in the PAGA Action.

OPTION 1 – Fully Participate in the Settlement. If you wish to fully participate in the Settlement and receive all the payments that you are potentially able to receive under the Settlement, you do not need to do anything further. You will be represented at no cost by Class Counsel, and, if the Court grants final approval of the Settlement, the Settlement Administrator will distribute your eligible settlement payments to you, and you will be subject to the Judgments entered in the Actions, including the release of claims in the Settlement.

> **Objecting to the Settlement**: If you choose Option 1 but believe the Settlement is not fair, reasonable or adequate in any way, you may participate in the Settlement while also objecting to it. To object, you may mail a written statement of objection ("Notice of Objection") to the Settlement Administrator. The Notice of Objection shall (1) contain your full name, (2) contain your signature or the signature of your legal representative, (3) state the grounds for the objection, and (4) be mailed to the Settlement Administrator at the following address, postmarked no later than [Response Deadline]: *Francisco v. Curio, et al. Settlement*, P.O. Box _____, [City], [State] [Zip]. You may also hire an attorney at your own expense to represent you in your objection, and may state your objection during the Final Approval Hearing (discussed below). You cannot object to the Settlement if you request exclusion from the Settlement of the Potential Class Action (*i.e.*, Option 2). **Please note that even if you submit an objection, you will be bound by the Settlement, including its release of claims, unless the Settlement is not finally approved by the Court.**

OPTION 2 – Opt Out of the Settlement. You have the option to request to be excluded from the Settlement with respect to all claims other than the PAGA claims in the Actions (for which there is no exclusion procedure). To request to be excluded from the Settlement of the non-PAGA claims, you must mail a written request for exclusion to the Settlement Administrator at the following address, postmarked no later than [Response Deadline]: *Francisco v. Curio, et al. Settlement*, P.O. Box _____, [City], [State] [Zip]. The written request for exclusion must contain the following information for verification purposes: (1) your full name; (2) your address; (3) your telephone number; (4) the last four digits of your Social Security number; (5) a clear statement that you wish to be excluded from the Settlement; and (6) your signature. The signed written request for exclusion must also be submitted to the Settlement Administrator by [DATE]. If you do not timely submit a completed and signed written request for exclusion, your request to be excluded from the Settlement will be rejected, you will remain in the Settlement, and you will be bound by the Judgment and release of claims in the Settlement. If you timely complete and submit a signed written request for exclusion, you will have no further role in the Actions, and you will not be entitled to any benefit as a result of the Settlement (other than a potential payment for the resolution of the PAGA claims) and will not be permitted to assert an objection to the Settlement.

7. What claims are being released by the proposed Settlement?

The Potential Class Action Release – Upon the Effective Date, Potential Class Members who participate in the Settlement (*i.e.*, individuals who do not validly opt out of the Settlement) will be deemed to have released and discharged Defendants and each of their past, present, and future respective subsidiaries, DBAs, related and affiliated entities, joint ventures, parents, divisions, ownership entities, insurers and reinsurers, and company-sponsored employee benefit plans of any nature, successors, predecessors in interest, and each of their past and present officers, directors, shareholders, employees, agents, members, managing entities, joint employers, integrated enterprises, principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, agents, anyone acting for any of them, and any individual or entity that could be liable for any of the claims released through this Settlement (collectively, "Released Parties") from all claims under state, federal, or local law, whether statutory or based in common law, arising out of the claims expressly pleaded in the Action and all other claims that could have been pleaded based on the facts pleaded in the Action including but not limited to failure to pay wages owed, including minimum and overtime wages; failure to provide compliant meal periods and associated meal break premiums; failure to timely pay all wages due to discharged or quitting employees; failure to provide accurate wage statements; alleged violation of Business and Professions Code Section 17200 based on the alleged Labor Code violations; alleged violation of the IWC Wage Orders based on the claims alleged; any claims for injunctive relief; liquidated damages, penalties, interest, fees, and costs; and all other claims and allegations made or that could have been made in the Action based on the facts and alleged in the Action.

The PAGA Action Release – Upon the Effective Date of the Settlement, the State of California and PAGA Members will be deemed to have released and discharged Defendants and the Released Parties from any and all claims for civil penalties, attorneys' fees, and costs arising out of the Labor Code claims and allegations expressly pleaded in the PAGA Notice and the Action, and all other Labor Code claims that could have been asserted based on the facts and allegations pleaded in the PAGA Notice and the Action, including but not limited to: failure to pay wages owed, including minimum and overtime wages; failure to provide compliant meal periods and associated meal break premiums; failure to timely pay all wages due to discharged or quitting employees; and failure to provide accurate wage statements.

8. What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the enhancement payment to Plaintiff, the settlement administration costs, and the PAGA penalties on _________ at _____ . in Department 7 of the Santa Clara Superior Court Old Courthouse, located at 161 N. First St., San Jose, California 95113. The Final Approval Hearing may be continued without further notice to individuals eligible to participate in the Settlement. You are not required to attend the Final Approval Hearing, but you may do so at your own expense and make an oral objection without filing a written objection. Class members may appear at the final approval

hearing in person or remotely using the Microsoft Teams link for Department 7 (Afternoon Session), and should review the remote appearance instructions beforehand: https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml.
Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing, if possible, so that potential technology or audibility issues can be avoided or minimized.

9. Who are the lawyers in the cases?

On [PRELIMINARY APPROVAL DATE], the Court granted preliminary approval of the Settlement. At that time, the Court also preliminarily approved the law firm of James Hawkins APLC to serve as counsel for Plaintiff and the individuals eligible to participate in the Settlement ("Class Counsel"). Class Counsel's contact information is as follows:

JAMES HAWKINS APLC
James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Anthony Draper, Esq. SBN 344391
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676

Defendants are represented by Jackson Lewis P.C. in the Actions:

JACKSON LEWIS P.C.
Shannon Nakabayashi
Isabella Shin
160 W Santa Clara Street, Suite 400
San Jose, CA 95113

10. How can I get additional information?

This Notice summarizes the Actions and the basic terms of the Settlement. More details are contained in the detailed Settlement Agreement that is on file with the Court. The pleadings and other records in this litigation, including a complete copy of the Settlement Agreement, may be examined during regular court hours at the Records Department of the Clerk for the Superior Court of the County of Santa Clara. The court's website may be found at www.santaclara.courts.ca.

For more information, you may also call the Settlement Administrator toll-free at [TELEPHONE NUMBER] or view the Settlement Administrator's website at [WEBSITE]. You should review the court docket or the information provided on [WEBSITE] to confirm any date or time changes for the Final Approval Hearing and view important documents. The date of the Final Approval Hearing may change without further notice. Check the Settlement Administrator's website or the Court's docket to confirm that the date has not changed.

Any questions regarding this Notice may also be directed to Class Counsel, whose contact information is provided above.

11. What should I do if my address changes?

If you need to update your contact information, please promptly contact the Settlement Administrator toll-free at [Telephone Number]. This will ensure that you receive further notices about the Settlement and that you receive your Individual Settlement Award if the Settlement is approved by the Court.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

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