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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **IN AND FOR THE COUNTY OF SAN DIEGO**

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

12 Plaintiffs,

13 vs.

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

17 Defendants.

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

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

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION TO APPROVE THE
SETTLEMENT AGREEMENT PURSUANT
TO THE LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004 AND
JUDGMENT**

**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 Plaintiffs Salvador Chavez (“Chavez”), Rodger Capps (“Capps”) and Sergio Jimenez (“Jimenez”)
2 (collectively, “Plaintiffs”) and Defendants HTL CONRAD DOMESTIC, LLC and CONRAD
3 DOMESTIC EMPLOYER, LLC (“Defendants”) (jointly with Plaintiffs, the “Parties”) have entered into
4 the Settlement Agreement and Release of All Claims (the “Settlement Agreement”) to settle the above-
5 captioned action under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code § 2698 *et*
6 *seq.* subject to the Court’s approval (the “Settlement”).

7 This matter is now before the Court on Plaintiffs’ Motion to Approve Settlement Agreement
8 Pursuant to the Private Attorneys General Act of 2004 (the “PAGA”). The Court has read, heard, and
9 considered all the pleadings and documents submitted, and the presentations made in connection with the
10 Motion which came on for hearing on April 29, 2022.

11 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

12 The Court hereby approves the Parties’ proposed Settlement Agreement under the PAGA and
13 hereby enters FINAL JUDGMENT based on the terms set forth in the Parties’ Settlement in favor of
14 Plaintiffs and the Aggrieved Employees in the amount of \$850,000.00. Of this, \$283,333.33 is awarded
15 as attorney fees paid to Plaintiffs’ counsel, \$25,000.00 is awarded as costs paid to Plaintiffs’ counsel,
16 PAGA Representative Enhancement Awards of \$5,000.00 for each Plaintiff Chavez and Jimenez and
17 \$7,500.00 to Plaintiff Capps, and \$12,000.00 is awarded as administration costs paid to the Settlement
18 Administrator.

19 This Judgment is for the following PAGA Aggrieved Employees:

20 "All current and former non-exempt employees of Defendants employed in California at the
21 Hilton San Diego Bayfront and/or Parc 55 Hotel during the PAGA Period." The PAGA Period means
22 "the period beginning on April 3, 2019 and ending December 16, 2021."

23 Plaintiff and the PAGA Aggrieved Employees provide the following Release:

24 “In their capacity as a private attorney general “aggrieved employee” acting on behalf of
25 themselves, the State of California, and the Aggrieved Employees, and in consideration of the
26 PAGA Payment, upon entry of the Judgment and funding of the Gross Settlement Amount in full,
27 Plaintiffs will fully release and discharge Released Parties from all claims for civil penalties under
28 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,

1 1197, 1197.1, 1198, 2802, California Industrial Commission Wage Orders, and including all
2 claims for civil penalties under PAGA related to alleged unpaid wages, overtime or double time
3 wages, minimum wages, regular rate of pay, timely payment of wages during employment, timely
4 payment of wages at separation, meal periods and meal period premiums, rest periods and rest
5 period premiums, off-the-clock work, wage statements, payroll records and recordkeeping,
6 business expense reimbursement, paid sick leave, interest, attorneys' fees, costs arising therefrom,
7 that accrued during the PAGA Period.".

8 This Judgment does not extend to or otherwise affect the ability of any PAGA Aggrieved
9 Employees to bring individual, non-representative claims against Defendant for alleged violations of the
10 Labor Code.

11 This Judgment incorporates by reference the definitions in the Settlement Agreement, and all
12 terms defined therein shall have the same meaning as set forth in the Settlement Agreement.

13 This Judgment is entered as part of a Settlement and the Court has made no findings of liability
14 or provided any notice of PAGA violations.

15 This Judgment is intended to be a final disposition in its entirety of the above captioned action.
16 Without affecting the finality of this judgment in any way, the Court retains jurisdiction of all matters
17 relating to the interpretation, administration, implementation, effectuation, and enforcement of the
18 Settlement pursuant to Code of Civil Procedure § 664.6.

19 DATED: _____

HON. JOHN S. MEYER
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA