

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ROCIO ROSALES and ERICKA KRAUT, as
individuals and on behalf of others similarly
situated,

Plaintiffs,

vs.

DT EMPLOYER, LLC, a California limited
liability company; DT MANAGEMENT,
LLC,
a California limited liability company;
DOUBLETREE EMPLOYER, LLC, a
California limited liability company; HILTON
EMPLOYER, INC., a California corporation;
HILTON HOTEL EMPLOYER, LLC, a
California limited liability company;
EMBASSY SUITES EMPLOYER, LLC, a
California limited liability company; CURIO
EMPLOYER, LLC, a California limited
liability company; HAMPTON INNS
EMPLOYER, LLC, a California limited
liability company; HLT CONRAD
DOMESTIC EMPLOYER, LLC, a California
limited liability company; HLT CONRAD
DOMESTIC, LLC, a California limited
liability company; CONRAD EMPLOYER,
LLC, a California limited liability company;
WALDORF-ASTORIA EMPLOYER, LLC, a
California limited liability company;
HOMEWOOD SUITES EMPLOYER, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.
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Case No.: CIVSB2132004

Assigned for all purposes to:

Hon. Christian Towns

Dept. S26

[PROPOSED] ORDER AND JUDGMENT

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

The Motion for Final Approval of Class Action Settlement came before this Court, the Honorable Christian Towns presiding, on August 18, 2025. The Court having considered the papers submitted in support of the Motion, HEREBY ORDERS, ADJUDGES AND DECREES:

1. All terms used herein shall have the same meaning as defined in the Joint Stipulation of Settlement (the “Settlement Agreement”).

2. Consistent with the definitions provided in the Settlement Agreement, Settlement Class shall mean all current and former non-exempt employees who are or were employed by DT Management LLC, DT Employer LLC, and/or Doubletree Employer LLC in California from May 26, 2017 to February 29, 2024.

3. The Settlement Class is properly certified as a class for settlement purposes only.

4. The Notice Packet provided to the Settlement Class Members conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Notice Packet fully satisfied the requirements of due process.

5. The Settlement Agreement was entered into in good faith, that the settlement is fair, reasonable and adequate, and that the settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

6. One Class Member excluded itself from the terms of the Settlement.

7. No Class Member objected to the terms of the Settlement.

8. Upon entry of this Judgment, payment to the Participating Settlement Class Members shall be effectuated pursuant to the terms of the Settlement Agreement.

9. In addition to any recovery that the Plaintiffs may receive under the Settlement Agreement as a Settlement Class Member, and in recognition of each Plaintiff’s efforts on behalf of the Settlement

Class, the Court hereby approves the payment of a service fee award to Plaintiff Rocio Rosales in the amount of \$10,000 and Ericka Kraut in the amount of \$10,000.

10. The Court approves the payment of attorneys' fees to Class Counsels in the sum of \$1,166,666.67 and the reimbursement of litigation expenses in the sum of \$31,587.03.

11. The Court approves and orders payment in the amount of \$29,950 to Phoenix Settlement Administrators for the performance of its settlement administration services.

12. Plaintiffs have satisfied their requirement to notify the State of California Labor & Workforce Development Agency of this Settlement and the Court hereby approves the settlement of claims under the Labor Code Private Attorneys General Act of 2004 (California Labor Code section 2698 *et seq.*) in the total amount of \$50,000. The Court orders payment in the amount of \$37,500 to the State of California Labor & Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys General Act of 2004 (California Labor Code section 2698 *et seq.*).

13. In accordance with California Rule of Court 3.771(b), the Parties shall give notice of this Judgment to all Settlement Class Members through the website established by the Settlement Administrator for this Settlement Agreement.

14. Upon entry of Judgment of the Settlement, and upon the satisfaction of Defendant's obligation to provide to the Settlement Administrator the Maximum Settlement Amount pursuant to the Settlement Agreement, Plaintiffs and all Settlement Class Members have released the Released Parties of their Released Claims.

15. Upon entry of Judgment of the Settlement, and upon the satisfaction of Defendants' obligation to provide to the Settlement Administrator the Maximum Settlement Amount pursuant to the Settlement Agreement, the Labor Workforce & Development Agency, Plaintiffs and the PAGA Group Members have released the Released Parties of their Released Claims which occurred during the PAGA Period.

16. The Court sets a compliance hearing for _____, 2026 at ____ a.m. in Department S26 of the San Bernardino Superior Court located at 247 West Third Street, San Bernardino, California 92415, as to the status of compliance with this Judgment and the tasks required of the Parties pursuant to the terms of the Settlement Agreement.

1 17. No later than 16 court days before the compliance hearing, the Parties shall file a
2 declaration stating that all claims have been paid and that the terms of the Settlement Agreement have
3 been completed.

4 18. This Judgment is intended to be a final disposition of the Actions in their entirety and
5 is intended to be immediately appealable.

6 19. Plaintiffs shall give notice of this Judgment Approving Class Action Settlement.

7 20. In accordance with and for the reasons stated in the Final Approval Order, this
8 Judgment shall be entered whereby the Plaintiffs, all Settlement Class Members, PAGA Members,
9 and the Labor Workforce & Development Agency shall take nothing from Defendants, except as
10 expressly set forth in the Settlement Agreement.

11 21. Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the
12 California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action,
13 the Plaintiffs, Settlement Class Members, and Defendants, for the purposes of:

14 (a) supervising the implementation, enforcement, construction, and interpretation of the
15 Settlement Agreement, the Preliminary Approval Order, the plan of allocation, the Final
16 Approval Order, and the Judgment; and

17 (b) supervising distribution of amounts paid under this Settlement Agreement.

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19 **IT IS SO ORDERED.**

20
21 Dated: _____

Hon. Christian Towns
Judge of the Superior Court