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9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
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12 JOE VIGIL, individually and on behalf
13 of all others similarly situated,
14 Plaintiff,

15 vs.

16 HYATT CORPORATION, a Delaware
17 corporation, GRAND HYATT S.F.,
18 LLC, a Delaware limited liability
19 company, doing business as GRAND
20 HYATT SAN FRANCISCO, and
21 DOES 1-50, inclusive,
22 Defendants.
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Case No. 4:22-cv-00693-HSG
Judge: Haywood S. Gilliam, Jr.

[PROPOSED] ORDER GRANTING
PLAINTIFF JOE VIGIL'S MOTION
FOR PRELIMINARY APPROVAL
OF CLASS SETTLEMENT,
CONDITIONAL CERTIFICATION
OF SETTLEMENT CLASS, AND
APPROVAL OF PROPOSED
NOTICE OF CLASS ACTION
SETTLEMENT

Date: August 24, 2023

Time: 2:00 p.m.

Courtroom 2

Action Filed: November 2, 2021

1 BEFORE THE COURT is the Motion for Preliminary Approval of Class
2 Settlement, Conditional Certification of Settlement Class, and Approval of
3 Proposed Notice of Class Action Settlement submitted by Plaintiff Joe Vigil
4 (“Plaintiff” or “Class Representative”), individually, and on behalf of all
5 Settlement Class Members pursuant to Federal Rule of Civil Procedure 23. The
6 motion is unopposed by Defendants (“Defendant”). The Court, having
7 considered the Motion, and any arguments of counsel presented at the hearing, is
8 of the opinion that the Motion should be granted.

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10 It is therefore, ORDERED that the Motion for Preliminary Approval of
11 Class Settlement, Conditional Certification of Settlement Class, and Approval of
12 Proposed Notice of Class Action Settlement is GRANTED.

13 Accordingly, it is FURTHER ORDERED as follows, and the Court makes
14 the findings set forth below:

15 1. Preliminary Approval of the Proposed Settlement. The “Joint
16 Stipulation of Class Action Settlement and Release” (the “Agreement”) attached
17 as Exhibit 1 hereto (previously submitted as Exhibit 1 to the Supplemental
18 Declaration of James R. Hawkins), is preliminarily approved pending a Final
19 Approval/Settlement Fairness Hearing. The Court preliminarily finds that
20 settlement on the terms in the Agreement is fair, reasonable, and adequate and
21 that such settlement is in the best interests of the Settlement Class, as that term is
22 defined in the Agreement. The Court further finds that the settlement proposed
23 in the Agreement resulted from arm’s length negotiations.

24 2. Second Amended Complaint: The Court approves the filing of the
25 Second Amended Complaint, in substantially the form attached to the Settlement
26 Agreement as Exhibit A. Plaintiffs shall separately file the Second Amended
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1 Complaint within 5 calendar days of this Order. Defendants are not required to file
2 a response.

3 3. Conditional Certification of Class. Pursuant to Federal Rule of Civil
4 Procedure 23(b)(3), the Court conditionally certifies, for settlement purposes only,
5 the following “Settlement Class,” defined as follows: all individuals employed by
6 Hyatt San Francisco as non-exempt, hourly retail employees within the State of
7 California during the Class Period. The Class Period is defined as all current and
8 former non-exempt, hourly employees working for Defendants at the Grand Hyatt
9 San Francisco hotel at any time between November 2, 2017 to March 9, 2023.

10 4. Prerequisites for Class Action. Solely for the purposes of settlement,
11 the Court finds that the prerequisites for a class action under Federal Rule of Civil
12 Procedure 23(a) are satisfied for the following reasons:

- 13
- 14 (a) The Settlement Class appears so numerous that joinder of all
15 members is impracticable;
- 16 (b) There appear to be questions of law or fact common to the
17 Settlement Class for purposes of determining whether the
18 settlement should be approved;
- 19 (c) The Class Representative’s appear to be typical of the claims of
20 the Settlement Class; and
- 21 (d) The Class Representative and Class Counsel appear to be
22 capable of fairly and adequately protecting the interests of the
23 Settlement Class Members in connection with the proposed
24 settlement.
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1 5. Rule 23(b)(3) Class Action. The Court finds, for settlement purposes,
2 that this action is maintainable as a class action under Federal Rule of Civil
3 Procedure 23(b)(3) because:

4 (a) Common questions of law and fact appear to predominate
5 over questions affecting only individual persons in the
6 Settlement Class; and
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8 (b) Certification of the Settlement Class appears to be
9 superior to other available methods for the fair and
10 efficient resolution of the claims of the Settlement Class
11 members.

12 6. Appointment of the Class Representatives and Class Counsel.
13 Pursuant to Federal Rule of Civil Procedure 23(a), Plaintiff Joe Vigil is appointed
14 as Class Representative for the Settlement Class. In accordance with Federal Rule
15 of Civil Procedure 23(g), the Court appoints James R. Hawkins, and Christina M.
16 Lucio of James Hawkins APLC as Class Counsel for the Settlement Class. Class
17 Counsel will file a motion for reasonable attorneys' fees and costs, to also be heard
18 at the Final Fairness Hearing.
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20 7. Settlement Administrator. Phoenix Class Action Administration
21 Solutions is appointed to serve as the settlement administrator ("Settlement
22 Administrator"). The Settlement Administrator is authorized to mail the Court
23 Approved Notice of Class Action Settlement and Hearing Date for Final Approval
24 and Request for Exclusion to Settlement Class Members and further administer the
25 settlement in accordance with the Agreement and this Order.

26 8. Notice of Proposed Class Action Settlement. The Court approves the
27 form and content of the Court Approved Notice of Class Action Settlement and
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1 Hearing Date for Final Approval appended to the Settlement Agreement as Exhibit
2 A and the Request for Exclusion appended to the Settlement Agreement as Exhibit
3 B. The Court finds that the form and method for notifying the Settlement Class
4 meet the requirements of Federal Rule of Civil Procedure 23(c)(2)(B) and all due
5 process requirements, is the best notice practicable under the circumstances; and
6 constitutes due and sufficient notice to all persons entitled to notice.

7 9. Provision of the Class List to the Administrator. Within twenty-one
8 (21) calendar days of the date of this Order, Defendants shall provide to the
9 Settlement Administrator a list of Settlement Class Members that identifies for
10 each Settlement Class Member: (1) name of each Class Member; (2) most current
11 known address of each Class Member; (3) social security number of each Class
12 Member; and (4) the dates of employment for each Class Member and/or days
13 worked by each Class Member, in order to determine the total number of Weeks
14 Worked by each Class Member during the Class Period.

15 10. Mailing of the Notice Packet. Within fourteen (14) calendar days of
16 the receiving the Class List from Defendants, the Settlement Administrator shall
17 mail the Notice Packet to each Settlement Class Member. Defendants' Counsel,
18 Class Counsel, and the Settlement Administrator collectively may correct
19 immaterial errors on the Notice Packet or other mailed materials without approval
20 from the Court, provided the changes do not alter the preliminary approval by the
21 Court. The Settlement Administrator shall follow the additional procedures set
22 forth in Section 3 of the Agreement to process Notice Packets that are undelivered
23 and returned. The Court directs the mailing of the Class Notice to the Class
24 Members in accordance with the terms of the Settlement Agreement. The Court
25 finds the distribution of the Class Notice as set forth in the Settlement Agreement
26 meets the requirements of due process and provides the best notice practicable
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1 under the circumstances and shall constitute due and sufficient notice to all persons
2 entitled thereto.

3 11. Time to Consider: Class Members shall be provided 45 calendar days
4 to exercise any rights with regard to the Settlement, following the postmark date
5 of the initial mailing of the Notice of Class Action Settlement and the Request for
6 Exclusion. Except as specifically provided in the Settlement, no Class Member
7 responses of any kind that are postmarked more than 45 calendar days after the
8 initial mailing of Class Notice shall be considered. Responses from Class Members
9 must be postmarked for mail with the U.S. Postal Service. Responses sent by
10 facsimile, email, or other forms of electronic transmission will not be considered.

11 12. Opting Out of the Settlement. Unless a Settlement Class Member
12 timely opts out of the settlement as described in the Agreement, the individual shall
13 be bound by the terms and conditions of the Agreement, and shall also be bound
14 by the Court's Final Approval Order. A Settlement Class Member will not be
15 entitled to opt-out of the Settlement established by the Agreement unless the
16 individual timely submits a Request for Exclusion from the Settlement. The
17 individual may submit the form attached at Exhibit B or a separate written request.
18 To be a valid Request for Exclusion, a Class Member must provide his or her name
19 (and former names, if any), current address, and current telephone number. Any
20 Request for Exclusion that does not include all of the required information or that
21 is not submitted in a timely manner will be deemed null, void, and ineffective.
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23 13. Objecting to the Settlement. Settlement Class Members will have
24 forty-five (45) calendar days from the initial mailing of the Notice Packet by the
25 Settlement Administrator to object to the settlement by filing a written objection
26 with the Settlement Administrator. The written objection must (i) clearly identify
27 the case name and number, Vigil v. Hyatt Corporation, et al., United States
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1 District Court for the Northern District of California, Case NO. 4:22-cv-00693-
2 HSG; (ii) the full name, last four digits of their Social Security Number, and the
3 current address of the Class Member making the Objection; (3) the specific
4 reason(s) for the Objection; and (4) any and all evidence and supporting papers
5 (including without limitation, all briefs, written evidence, and declarations) for
6 the Court to consider. Objections must be postmarked for mail by the U.S.
7 Postal Service. Only objecting Settlement Class Members who make objections
8 in the manner described in Section 4.3 of the Agreement will be considered
9 Objectors and will therefore be permitted to be heard at the Final
10 Approval/Settlement Fairness Hearing if they state their intent to appear in their
11 written Objection. Settlement Class Members who fail to make written
12 objections in the manner specified in Section 4.3 of the Agreement are not
13 considered Objectors, shall be deemed to have waived any objections, shall be
14 foreclosed forever from seeking review or making any objection to the settlement
15 or the terms of the Agreement, and shall not be permitted to be heard at the Final
16 Approval/Settlement Fairness Hearing.

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18 14. Nonsubstantive amendments. Nonsubstantive amendments may be
19 made to the Settlement Agreement upon written agreement of the Class Counsel
20 and Defendants' Counsel without court approval.

21 15. Final Fairness Hearing. A Final Approval/Settlement Fairness
22 Hearing is set for _____ at _____. At the Final Approval/Settlement
23 Fairness Hearing, the Court will consider the merits of any objections to the
24 settlement; certification of the Settlement Class; the fairness, reasonableness, and
25 adequacy of the proposed settlement; entry of a Final Approval Order; and other
26 related matters. In the event that the Effective Date does not occur, the Parties will
27 be returned to their respective positions nunc pro tunc as those positions existed

1 prior to the execution of the Settlement Agreement. The Parties are directed to
2 carry out their obligations under the Settlement Agreement.

3 16. Neither the Settlement, nor any of the terms set forth in the Settlement
4 Agreement, is an admission by Defendants, or any of the other Released Parties,
5 nor is this Order, a finding of the validity of any claims in the Action or of any
6 wrongdoing by Defendants, or any of the other Released Parties. Neither this
7 Order, the Settlement Agreement, nor any document referred to herein nor any
8 action taken to carry out the Settlement Agreement is, may be construed as, or may
9 be used as, an admission by or against Defendant, or any of the other Released
10 Parties, of any fault, wrongdoing or liability whatsoever.
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12 **IT IS SO ORDERED.**
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14 Dated: _____
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16 The Honorable Haywood S. Gilliam, Jr.
United States District Judge
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