

1 **JAMES HAWKINS APLC**
2 James R. Hawkins (SBN 192925)
3 James@jameshawkinsaplc.com
4 Christina M. Lucio (SBN 253677)
5 Christina@jameshawkinsaplc.com
6 Mitchell J. Murray (SBN 285691)
7 mitchell@jameshawkinsaplc.com
8 9880 Research Drive, Suite 200
9 Irvine, California 92618
10 Telephone: (949) 387-7200
11 Facsimile: (949) 387-6676

12 Attorneys for Plaintiff JOE VIGIL,
13 on behalf of himself and all others similarly situated

14 **UNITED STATES DISTRICT COURT**
15 **NORTHERN DISTRICT OF CALIFORNIA**

16 JOE VIGIL, individually and on
17 behalf of all others similarly situated,

18 Plaintiff,

19 vs.

20 HYATT CORPORATION, a
21 Delaware corporation, GRAND
22 HYATT S.F., LLC, a Delaware
23 limited liability company, doing
24 business as GRAND HYATT SAN
25 FRANCISCO, and DOES 1-50,
26 inclusive,

27 Defendants.

Case No. 4:22-cv-00693-HSG
Judge: Haywood S. Gilliam, Jr.

**DECLARATION OF JOE VIGIL IN
SUPPORT OF PLAINTIFF'S MOTION
FOR AWARD OF ATTORNEYS' FEES
AND COSTS, AND CLASS
REPRESENTATIVE INCENTIVE
PAYMENT UNDER RULE 23(h)**

Date: February 2, 2024
Time: 2:00 p.m.
Courtroom: 2, 4th Floor

Action Filed: November 2, 2021

1 I, Joe Vigil, declare as follows:

2 1. I am an individual over 18 years of age and a resident of California. I am the
3 named plaintiff in this action. I have personal knowledge of all facts in this
4 declaration and, if asked, I would testify to these facts under oath in court.

5 2. I was employed by Hyatt at the Grand Hyatt San Francisco from
6 approximately February 2001 to November 2020 as a non-exempt employee. I
7 worked for Hyatt at their San Francisco location as a Security Officer.

8 3. While I worked for Hyatt, I suffered the harm and unlawful actions that are
9 alleged in the operative complaint and brought this case against Hyatt Corporation
10 and Grand Hyatt S.F., LLC (collectively, “Defendant” or “Hyatt”) on behalf of
11 myself and others who also were impacted by Hyatt's unlawful practices at the Grand
12 Hyatt San Francisco.

13 4. When I brought this case, I understand that I agreed to represent a
14 potential class of all current and former non-exempt, hourly employees working for
15 Defendant at the Grand Hyatt San Francisco hotel at any time between November 2,
16 2017 to March 9, 2023. I also agreed to consider the interest of the class just as I
17 would consider my own interest.

18 5. I have continuously placed the interests of the class above my own since
19 I started my independently filed case and continue to do so in the context of this
20 action since I have been appointed a class representative.

21 6. I believe all of my efforts in the context of this case were important and
22 necessary in obtaining the Settlement.

23 7. I also understood the risks I could face due to my involvement as the
24 named plaintiff. I understand that I could be held responsible for the payment of
25 Defendant’s court-awarded litigation costs and potentially attorneys’ fees if I did not
26 prevail in the litigation. Therefore, I realized that I was taking a significant amount
27 of risk in filing this lawsuit and in agreeing to step in as the representative in this
28 case.

1 8. I knew that my name could easily be located on a search of court records
2 and that any prospective employer may find out that I had sued my former employer.
3 I knew that this may impact my employment prospects in the future.

4 9. Even though I knew I was taking risks, I did what I believed was right
5 and brought claims on behalf of other Hyatt employees to vindicate our rights and
6 attempt to recover the wages and other sums owed to us.

7 10. My attorneys prepared and forwarded me a copy of the complaint to be
8 filed in this lawsuit and the first amended complaint that was filed later on, both of
9 which I thoroughly reviewed and discussed the contents thereof with my attorneys.

10 11. I spent a substantial amount of time and effort pursuing my claims and
11 the claims of the other similarly situated employees from the time I retained my
12 attorneys to this date.

13 12. During this litigation, I have spent hours on telephone calls discussing
14 the facts of my case with the attorneys of James Hawkins APLC. I spent hours
15 discussing the facts related to my employment with Hyatt, including discussing my
16 job duties and responsibilities, and the hours and days I worked. I have also worked
17 to identify witnesses and assist my attorneys in moving this case forward. I searched
18 for contact information related to these individuals and reached out to various other
19 individuals who I believed would substantiate my claims.

20 13. I also spent hours looking for all documents related to my employment
21 with Hyatt and sending them to my attorneys, which included wage statements,
22 personnel documents, emails, and separation paperwork. I further spent several
23 hours on telephone calls discussing the documents I provided to my attorneys.

24 14. My attorneys provided me with a copy of a mediator's proposal and a
25 proposed Settlement Agreement, which I reviewed carefully before signing it. I have
26 discussed the terms and any questions I had with my counsel. It is my opinion that
27 the proposed settlement achieved is fair, adequate and reasonable and in the best
28 interests of the Class of which I am a part.

1 15. As a term of the Settlement, I have agreed to give a broad release of all
2 claims that I had or might have against Defendant arising from my employment. No
3 other Class Member is required to give such a release, but I understand this is
4 sometimes asked of class representatives. I believe that this release has independent
5 value because I understand that I am also waiving all other potential claims that I
6 may have against Defendant. Regardless, I have agreed to pursue this class action
7 because I felt it would have a greater impact on my coworkers and encourage a
8 change in the policies of Hyatt. Since I have signed a general release for all claims
9 related to my employment with Defendant, however, I understand that I cannot
10 pursue any other claims against Defendant.

11 16. I have always considered the interests of the class just as I would
12 consider my own interest and placed the interests of the class above my own since I
13 started the case. I do not believe that I have any conflicts with the Class that I am
14 representing. In addition, I believe I have put myself at risk by pursuing this lawsuit
15 on behalf of myself and other current and former employees of Defendant, and I
16 understand that my participation in this lawsuit could inhibit my ability to seek
17 gainful employment in the future.

18 17. I respectfully request that the Court approve a \$10,000 Incentive
19 Payment in connection with the settlement. I believe the amount of the Incentive
20 Payment is very reasonable considering the financial and professional risks I took
21 by bringing a class action lawsuit against my former employer, including the
22 potential of paying court-awarded litigation costs to Defendants and the negative
23 exposure to future employers, and in agreeing to step in and serve as the Class
24 Representative in this action. I further believe this amount is reasonable considering
25 the amount of work and time I spent with my attorneys to achieve this excellent
26 settlement. The time and service I provided to the Class resulted in the parties
27 agreeing to settle the case and a significant, positive outcome for the entire Class,
28 who will receive a share of the settlement funds in this case. In addition, I believe
this award is justified as I also gave a broad release of all claims against Defendant

1 arising from my employment that other Class Members did not have to give. I
2 believe there is significant value in this general release. I understand that I will be
3 giving up any right to pursue other claims against my former employer that I might
4 have arising from my employment as part of this Settlement. That said, I remain
5 committed to putting aside the pursuit of these issues in order to advance the rights
6 and claims of the class in this case.

7 18. As I have been since the beginning, I am committed to this case and
8 intend to continue to participate as needed until the conclusion of this matter for the
9 benefit of the Class.

10
11 I declare under penalty of perjury under the laws of the United States and the
12 State of California that the foregoing is true and correct.

13 Executed on November 03, 2023 in San Francisco, California.

14
15 *Joe Vigil*

16 Joe Vigil (Nov 3, 2023 10:10 PDT)

17 Joe Vigil
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