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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

SHASTA COLLINS, on behalf of herself and
on behalf of all persons similarly situated,

Plaintiff,

v.

HILTON MANAGEMENT, LLC, a Delaware
limited liability company; and DOES 1
through 50, Inclusive;

Defendants.

Case No. CGC-21-590959

[PROPOSED] JUDGMENT

Date: June 16, 2025

Time: 9:30 a.m.

Judge: Hon. Christine Van Aken

Dept: 301

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Attorneys' Fees,
3 Attorneys' Expenses, and Service Award duly came on for hearing on June 16, 2025, before the
4 above-entitled Court. The parties having settled this action and the Court having entered an Order
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefore,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement
9 only. The Class is defined as "all non-exempt employees who are or previously were employed by
10 Defendant Hilton Management, LLC and Defendant Hilton Hotel Employer LLC (collectively,
11 "Defendants") and performed work at the Hilton San Francisco Union Square Hotel during the
12 period beginning February 22, 2017, through November 19, 2023 (the "Class Period")."

13 2. All persons who meet the foregoing definition are members of the Settlement Class,
14 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

15 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
16 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
17 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
18 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
19 of Class Action and PAGA Settlement and in this Final Judgment.

20 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
21 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
22 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
23 benefits.

24 5. As of the date Defendants fully fund the Gross Settlement Amount, Plaintiff and each
25 Class Member who have not validly opted out have released the "Released Parties" from the
26 "Released Class Claims" as set forth in the Agreement.

27 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

28 (a) The "Released Class Claims" are defined as all class claims alleged in the

1 operative complaint, which occurred during the Class Period, and expressly excluding all other
2 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
3 disability, social security, workers' compensation, and class claims outside of the Class Period. The
4 release also excludes the claims specifically alleged in the operative complaint in *Chirar, et al., v.*
5 *Hilton Worldwide LLC*, United States District Court for the Northern District of California Case No.
6 14-cv-1523-JSW, namely claims for failure to remit services pursuant to Labor Code Section 351
7 to employees providing food and beverage service at hotel events between January 6, 2010 through
8 the present.

9 (c) "Released Parties" means Defendants and each of their past, present, and future
10 respective subsidiaries, dba's, related and affiliated entities, joint ventures, parents, divisions,
11 ownership entities, insurers and reinsurers, and company-sponsored employee benefit plans of any
12 nature, successors, predecessors in interest, and each of their past and present officers, directors,
13 shareholders, employees, agents, members, managing entities, joint employers, integrated
14 enterprises, principals, heirs, representatives, accountants, auditors, consultants, attorneys,
15 administrators, fiduciaries, trustees, agents, anyone acting for any of them.

16 7. As of the date the Defendants fully fund the Gross Settlement Amount, Plaintiff, the
17 Labor and Workforce Development Agency ("LWDA"), and the State of California, on behalf of
18 the Aggrieved Employees have released the Released Parties from the "Released PAGA Claims"
19 for the "PAGA Period" as set forth in the Agreement.

20 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

21 (a) "Aggrieved Employee" is defined as all non-exempt employees who are or
22 previously were employed by Defendants and performed work at the Hilton San Francisco Union
23 Square Hotel in California during the PAGA Period.

24 (b) The "Released PAGA Claims" are defined as all PAGA claims alleged in the
25 operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA
26 Period, and expressly excluding all other claims, including claims for vested benefits, wrongful
27 termination, unemployment insurance, disability, social security, workers' compensation and
28 PAGA claims outside the PAGA Period.

1 (c) The PAGA Period means the period of December 7, 2019, through November
2 19, 2023.

3 9. This Court hereby grants final approval and awards the following: (i) Seven Hundred
4 Five Thousand, Six Hundred Forty Dollars and Forty-One Cents (\$705,640.41) for Attorneys' Fees
5 and Attorneys' Expenses comprised of one-third of the Gross Settlement Amount, or Six Hundred
6 Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$666,666.66) and actually
7 incurred expenses in the amount of Thirty-Eight Thousand, Nine Hundred Seventy-Three Dollars
8 and Seventy-Five Cents (\$38,973.75); (ii) the Service Award to Plaintiff in the amount of Ten
9 Thousand Dollars and Zero Cents (\$10,000.00) in exchange for a general release; (iii) the Claims
10 Administration Expenses of Twenty-Two Thousand Five Hundred Dollars and Zero Cents
11 (\$22,500.00) to Apex Class Action LLC ("Claims Administration Expenses"); (iv) Seventy-Five
12 Thousand Dollars and Zero Cents (\$75,000) (75% of the PAGA Payment) to the Labor and
13 Workforce Development Agency ("LWDA Payment"); and (v) Twenty-Five Thousand Dollars and
14 Zero Cents (\$25,000) (25% of the PAGA Payment) allocated to the Aggrieved Employees for the
15 Aggrieved Employee Payments.

16 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
17 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
18 section 2699(1)(3).

19 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
20 **ORDERED.**

21
22
23 DATED: _____, 2025

24
25 _____
26 Hon. Judge Christine Van Aken
27 Superior Court for the State of California, County of
28 San Francisco