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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] ORDER GRANTING FINAL
APPROVAL**

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. JCL Law Firm, APC, and Zakay Law Group, APLC appeared on behalf of
5 Plaintiff SHASTA COLLINS ("Plaintiff") and Jackson Lewis P.C. appearing for Defendants
6 HILTON MANAGEMENT, LLC ("Defendant Hilton Management") and HILTON HOTEL
7 EMPLOYER LLC ("Defendant Hilton Hotel Employer") (collectively, "Defendants").

8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

12 1. All capitalized terms used herein shall have the same meaning as defined in
13 the Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending
15 in the California Superior Court for the County of San Francisco ("Court"), Case No. CGC-21-
16 590959, entitled *Shasta Collins v. Hilton Management, LLC* and over all Parties to this litigation,
17 including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On October 10, 2024, the Court granted preliminary approval of a class-wide
20 settlement. At this same time, the court approved certification of a provisional settlement class for
21 settlement purposes only. The Court confirms this Order and finally approves the settlement and
22 the certification of the Class.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Notice Packet was
25 mailed by first class mail to the Class Members at their last known addresses on January 23, 2024.
26 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the
27 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
28 proposed settlement to the members of the Class Members. The Court finds that the Notice Packet

1 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

2 5. The Response Deadline for opting out or objecting was March 10, 2025.
3 There was an adequate interval between notice and deadline to permit Class Members to choose
4 what to do and act on their decision. No Class Members objected. No Class Members requested
5 exclusion.

6 **Fairness Of the Settlement**

7 6. The Agreement provides for a Gross Settlement Amount of \$2,000,000. The
8 Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
9 1794, 1801.)

10 a. The settlement was reached through arms-length bargaining between
11 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
12 settlement.

13 b. The Parties' investigation and discovery have been sufficient to allow
14 the Court and counsel to act intelligently.

15 c. Counsel for all parties are experienced in similar employment class
16 action litigation and have previously settled similar class claims on behalf of employees claiming
17 compensation. All counsel recommended approval of the Settlement.

18 d. The percentage of objectors and requests for exclusion is zero. No
19 objections were received. No requests for exclusion were received.

20 e. The participation rate is high. All Class Members will be
21 participating in the Settlement and will be sent settlement payments.

22 7. The consideration to be given to the Class Members under the terms of the
23 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
24 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
25 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
26 litigation and the delays which would ensue from continued prosecution of the Action.

27 8. The Agreement is finally approved as fair, adequate, and reasonable and in
28 the best interests of the Settlement Class Members.

1 **PAGA Payment**

2 9. The Agreement provides for a PAGA Payment in the amount of \$100,000.00.
3 The Court has reviewed the PAGA Payment and finds and determines that the PAGA Payment and
4 the allocation of \$75,000.00 to LWDA and \$25,000.00 to Aggrieved Employees is fair and
5 reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72
6 Cal.App.5th 56.

7 **Attorneys' Fees and Attorneys' Expenses**

8 10. The Agreement provides for payment for Attorneys' Fees and Attorneys'
9 Expenses in the amount of up to Seven Hundred Twenty-Six Thousand, Six Hundred Sixty-Six
10 Dollars and Sixty-Six Cents (\$726,666.66). Subject to Court approval, the Attorneys' Fees and
11 Attorneys' Expenses consists of attorneys' fees equal to one-third (1/3) of the Gross Settlement
12 Amount, or Six Hundred Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Six Cents
13 (\$666,666.66) and reimbursement of costs and expenses in an amount up to Sixty Thousand Dollars
14 and Zero Cents (\$60,000.00).

15 11. Seven Hundred Five Thousand, Six Hundred Forty Dollars and Forty-One
16 Cents (\$705,640.41) for Attorneys' Fees and Attorneys' Expenses comprised of attorneys' fees
17 equal to one-third of the Gross Settlement Amount, or Six Hundred Sixty-Six Thousand, Six
18 Hundred Sixty-Six Dollars and Sixty-Six Cents (\$666,666.66) and reimbursement of incurred costs
19 and expenses in the amount of Thirty-Eight Thousand, Nine Hundred Seventy-Three Dollars and
20 Seventy-Five Cents (\$38,973.75) is reasonable in light of the contingent nature of Class Counsel's
21 fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested
22 attorneys' fee award represents 1/3 of the common fund, which is reasonable and at the low end of
23 the range for fee awards in common fund cases and is supported by Class Counsel's lodestar.

24 **Service Award**

25 12. The Agreement provides for a Service Award of Ten Thousand Dollars and
26 Zero Cents (\$10,000.00) to Plaintiff, subject to the Court's approval. The Court finds that the amount
27 of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff is reasonable in light of the risks
28 and burdens undertaken by the Plaintiff in this class action litigation.

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

10 (c) “Aggrieved Employees” is defined as all non-exempt employees who are or
11 previously were employed by Defendants and performed work at the Hilton San Francisco Union
12 Square Hotel in California during the period beginning December 7, 2019, through November 19,
13 2023 (the “PAGA Period”).

14 (d) The “Released PAGA Claims” are defined as all PAGA claims alleged in the
15 operative complaint and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA
16 Period, and expressly excluding all other claims, including claims for vested benefits, wrongful
17 termination, unemployment insurance, disability, social security, workers’ compensation and
18 PAGA claims outside the PAGA Period.

19 5. Seven Hundred Five Thousand, Six Hundred Forty Dollars and Forty-One
20 Cents (\$705,640.41) for the Attorneys’ Fees and Attorneys’ Expenses comprised of one-third of the
21 Gross Settlement Amount, or Six Hundred Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and
22 Sixty-Six Cents (\$666,666.66) and reimbursement of incurred costs and expenses in the amount of
23 Thirty-Eight Thousand, Nine Hundred Seventy-Three Dollars and Seventy-Five Cents (\$38,973.75)
24 is reasonable in light of the contingent nature of Class Counsel’s fee, the hours worked by Class
25 Counsel, and the results achieved by Class Counsel. Class Counsel shall not seek or obtain any other
26 compensation or reimbursement from Defendants, Plaintiff, or members of the Class.

27 6. The payment of the Service Award to the Plaintiff Shasta Collins in the
28 amount of \$10,000.00 is approved.

1 7. The payment of \$22,500.00 to the Settlement Administrator for Claims
2 Administration Expenses is approved.

3 8. The PAGA Payment of \$100,000.00 is hereby approved as fair, reasonable,
4 adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds
5 that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud
6 or collusion.

7 9. Final Judgment is hereby entered in this action. The Final Judgment shall
8 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge
9 of Released Parties from all Released Class Claims as defined in the Agreement. To the extent
10 employees are required to “opt-in” to have this release be deemed effective under federal law, the
11 acceptance and negotiation of any settlement check shall be deemed effective for that purpose.

12 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
13 California and all Aggrieved Employees, pursuant to the California Labor Code Private Attorneys’
14 General Act (“PAGA”) and shall release Released Parties from all Released PAGA Claims as
15 defined in the Agreement.

16 11. In addition to the release given by each Settlement Class Member, Plaintiff
17 is entering into a separate individual settlement agreement, which shall provide for a separate
18 individual payment, and which shall provide for an additional broad release of all claims arising out
19 of Plaintiff’s employment with Defendants, including a waiver of Civil Code Section 1542. That
20 release, waiver and discharge of all claims shall include, but will not be limited to, any and all claims
21 alleged based on the facts alleged, or reasonably could have been alleged in the operative complaint
22 in the action entitled *Collins v. Hilton Management, LLC, San Francisco Superior Court*, Case No.
23 CGC-22-599494 (“Collins Individual Action”), as well as additional claims described in the
24 individual settlement agreement, which are separate and different from the claims alleged in the
25 Action.

26 12. The Agreement is not an admission by Defendants, nor is this Final Approval
27 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
28 Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
nor any action taken to carry out the Settlement is, may be construed as, or may be used as an

1 admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering
2 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
3 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
4 to the denials or defenses by Defendants and shall not be offered in evidence in any action or
5 proceeding against Defendants in any court, administrative agency or other tribunal for any purpose
6 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
7 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
8 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
9 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
10 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
11 or issue preclusion or similar defense as to the claims being released by the Settlement.

12 13. Notice of entry of this Order Granting Final Approval and Judgment shall be
13 given to Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to
14 send notice of entry of this Order Granting Final Approval and Judgment to individual Class
15 Members and the Order Granting Final Approval and Judgment shall be posted on Settlement
16 Administrator's website as indicated in the Notice Packet.

17 14. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
18 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
19 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
20 connection with the distribution of settlement benefits.

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15. If the Settlement does not become final and effective in accordance with the terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to Defendants consistent with the terms of the Settlement, then this Final Approval Order and Judgment, and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

IT IS SO ORDERED.

DATED: _____, 2025

Hon. Judge Christine Van Aken
Superior Court for the State of California, County of
San Francisco