

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

APR 30 2026

DAVID H. YAMASAKI, Clerk of the Court

BY M. NEVAREZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

BLANCA E. BELLOSO, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

HYATT CORPORATION d.b.a. HYATT
REGENCY HUNTINGTON BEACH, a
Delaware corporation; and DOES 1 through
100,

Defendants.

Case No. 30-2023-01355826-CU-OE-CXC

[Assigned for all purposes to the Hon. David A.
Hoffer, Dept. CX103]

~~[FURTHER AMENDED PROPOSED]~~ ORDER
OF FINAL APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT AND FINAL
JUDGMENT

Date: April 27, 2026
Time: 1:30 p.m.
Dept.: CX103

Action Filed: October 11, 2023
Trial Date: Not Set

1 This matter came on regularly for hearing before this Court on April 27, 2026, pursuant to
2 California Rule of Court 3.769 and this Court's August 26, 2025 Order Granting Preliminary Approval
3 of Class and PAGA Action Settlement ("Preliminary Approval Order"). Having considered the parties'
4 Class Action and PAGA Settlement Agreement and Amendments (collectively "Settlement")¹ and the
5 documents and evidence presented in support thereof, and recognizing the sharply disputed factual and
6 legal issues involved in this case, the risks of further prosecution and the substantial benefits to be
7 received by the Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed
8 Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations
9 between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for
10 Final Approval of Class Action Settlement and ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class
13 consisting of:

14 All individuals who were employed by Defendant in California at the Hyatt
15 Regency Huntington Beach hotel in California and classified as a non-
16 exempt employee at any time during the Class Period, who did not sign
17 arbitration agreements during the Class Period.

18 The Class Period is October 11, 2019 through January 15, 2025.

19 Additionally, for the purposes of this Settlement only, Aggrieved Employees includes:

20 All individuals who were employed by Defendant at the Hyatt Regency
21 Huntington Beach hotel in California and classified as a non-exempt
22 employee at any time during the PAGA Period, irrespective of whether
23 they are signatories to an arbitration agreement.

24 The PAGA Period is October 15, 2022 through January 15, 2025.

25 2. Plaintiff Blanca E. Belloso is hereby confirmed as Class Representative, and Scott M.
26 Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC, and Paul Haines of Haines Law
27 Group, APC are hereby confirmed as Class Counsel.

28 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

1 3. Notice was provided to the Settlement Class as set forth in the Settlement. The form and
2 manner of notice were approved by the Court on August 26, 2025, and the notice process has been
3 completed in conformity with the Court's Order. The Court finds that said notice was the best notice
4 practicable under the circumstances. The Notice Packet (consisting of the Court Approved *Notice of*
5 *Class Action Settlement and Hearing Date for Final Court Approval, Workweek Dispute & Change of*
6 *Address Form, Request for Exclusion Form, and Objection Form*) provided due and adequate notice of
7 the proceedings and matters set forth therein, informed Settlement Class members of their rights, and
8 fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of
9 Court 3.769, and due process.

10 4. The Court finds that zero (0) of the 454 Settlement Class members objected to the
11 Settlement, zero (0) Class Members have opted out of the Settlement, zero (0) Notices were
12 undeliverable, and that the 100% participation rate in the Settlement supports final approval.

13 5. The Court hereby approves the settlement as set forth in the Settlement Agreement as
14 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according
15 to its terms.

16 6. For purposes of settlement only, the Court finds that (a) the members of the Settlement
17 Class are ascertainable and so numerous that joinder of all members individually is impracticable; (b)
18 there are questions of law or fact common to the Settlement Class, and there is a well-defined community
19 of interest among members of the Settlement Class with respect to the subject matter of the litigation;
20 (c) the claims of the Class Representative are typical of the claims of the members of the Settlement
21 Class; (d) the Class Representative has fairly and adequately protected the interests of the Settlement
22 Class members; (e) a class action is superior to other available methods for an efficient adjudication of
23 this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and
24 the Settlement Class.

25 7. The Court finds that given the absence of objections to the Settlement, and objections
26 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

27 //

1 8. The Court orders that Defendant deposit the Gross Settlement Amount of \$165,000.00
2 and employer's share of payroll taxes on the portion allocated as wages with a mutually-selected third
3 party administrator within fourteen (14) days of the Effective Date.²

4 9. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed
5 shall be delivered to the California State Controller's Office – Unclaimed Property Fund in the name of
6 the Settlement Class member.

7 10. The Court finds that the settlement payments, as provided for in the Settlement, are fair,
8 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments
9 in conformity with the terms of the Settlement.

10 11. The Court finds that a service award in the amount of \$5,000.00 for Plaintiff Blanca E.
11 Belloso is appropriate for her risks undertaken and service to the Settlement Class. The Court finds that
12 this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this
13 payment in conformity with the terms of the Settlement.

14 12. The Court finds that attorneys' fees in the amount of \$49,500.00 (46.5% to Haines Law
15 Group, APC; 31% to Lidman Law, AP; and 22.5% to referring firm), and litigation costs of \$40,000.00
16 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement Administrator
17 distribute these payments to Class Counsel in conformity with the terms of the Settlement.

18 13. The Court orders that the Settlement Administrator shall be paid \$10,000.00 from the
19 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and
20 finds that sum appropriate.

21 14. The Court finds that the payment to the California Labor & Workforce Development
22 Agency ("LWDA") in the amount of \$15,000.00 (or 75% of the \$20,000 for PAGA Penalties) for its
23 share of the settlement of Plaintiff's representative action under the California Labor Code Private
24

25 ² This Settlement shall become effective on the "Effective Date" which is defined as the latter of:
26 (a) the Court's final approval of the Settlement if no objections by or on behalf of Class Members
27 have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal
28 has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed. *See*
Settlement, ¶ 5.B.

1 Attorneys General Act (“PAGA”) is fair, reasonable, and adequate, and orders the Claims Administrator
2 to distribute this payment to the LWDA in conformity with the terms of the Settlement. The remaining
3 25% or \$5,000 will be distributed to Aggrieved Employees.

4 15. Pursuant to the terms of the Settlement, the employer’s share of payroll taxes for the
5 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately, and in
6 addition to, the Gross Settlement Amount.

7 16. The Court finds and determines that upon satisfaction of all obligations under the
8 Settlement and this Order, all Settlement Class members will be bound by the Settlement, will have
9 released the Released Claims as set forth in the Settlement, and will be permanently barred from
10 prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

11 17. The Settlement is not an admission by Defendant nor is this Order a finding of the validity
12 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement Agreement,
13 nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed
14 or deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

15 18. All Participating Class Members, on behalf of themselves and each of their respective
16 executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or
17 guardians, release Defendant and any respective parent, subsidiaries, affiliates, successors and related
18 entities, including but not limited to Hyatt Hotels Corporation and Select Hotels Group, L.L.C., any
19 employee benefit places sponsored or administered by Defendant or such related entities, and any and
20 all of its and their respective past or present officers, directors, partners, members, insurers, agents,
21 assigns, attorneys, employees, trustees, administrators, fiduciaries, and any other persons acting by,
22 through, under or in concert with any of them (collectively, the “Released Parties”) from any and all
23 claims, rights, demands, charges, complaints, causes of action, obligations, or liability of any and every
24 kind that were pled or reasonably could have been pled based on the factual allegations contained in the
25 Operative Complaint which occurred during the Class Period. This includes claims for (1) Minimum
26 Wage Violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (2) Failure to Pay All Overtime Wages
27 Owed (Labor Code §§ 204, 510, 558, 1194, 1198); (3) Meal Period Violations (Labor Code §§ 226.7,
28

1 512, 558); (4) Rest Period Violations (Labor Code §§ 226.7, 516, 558); (5) Wage Statement Penalties
2 (Labor Code § 226 et seq.); (6) Waiting Time Penalties (Labor Code §§ 201-203); (7) Failure to
3 Reimburse for All Necessary Business Expenditures (Labor Code § 2802); (8) Failure to Pay Sick Pay
4 Wages at the Correct Rate of Pay (Labor Code § 246); (9) Unfair Competition (Bus & Prof Code § 17200
5 et seq.); and (10) claims that were asserted or could have been asserted based on the facts alleged in the
6 operative complaint, including alleged violations of California Industrial Welfare Commission Wage
7 Order No. 5-2001.

8 19. All Aggrieved Employees are deemed to release, on behalf of themselves and each of
9 their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees,
10 spouses, or guardians, the Released Parties from all claims for PAGA penalties that were alleged based
11 on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA
12 Period. This includes claims for PAGA penalties based on underlying claims for (1) Minimum Wage
13 Violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (2) Failure to Pay All Overtime Wages Owed
14 (Labor Code §§ 204, 510, 558, 1194, 1198); (3) Meal Period Violations (Labor Code §§ 226.7, 512,
15 558); (4) Rest Period Violations (Labor Code §§ 226.7, 516, 558); (5) Wage Statement Penalties (Labor
16 Code § 226 et seq.); (6) Waiting Time Penalties (Labor Code §§ 201-203); (7) Failure to Reimburse for
17 All Necessary Business Expenditures (Labor Code § 2802); (8) Failure to Pay Sick Pay Wages at the
18 Correct Rate of Pay (Labor Code § 246); (9) Failure to Timely Pay Wages During Employment (Labor
19 Code §§ 204, 210); (10) Failure to Maintain Accurate Records (Labor Code § 1174); and (11) all claims
20 that were asserted or could have been asserted based on the facts in the PAGA Notice to the LWDA.

21 20. In consideration for Defendant's promises and obligations under this Agreement, in
22 addition to the releases in the above paragraphs, Plaintiff and her respective former and present spouses,
23 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and
24 discharge the Released Parties from all claims, transactions, or occurrences that occurred during the
25 Class Period, including, but not limited to,: (a) all individual and class claims that were, or reasonably
26 could have been, alleged based on the facts contained in the Operative Complaint and (b) all PAGA
27 claims that were, or reasonably could have been, alleged based on facts contained in the Operative
28

1 Compliant and/or Plaintiff's PAGA Notice. As part of this release, Plaintiff further releases all unknown
2 claims against Defendant and any of the Released Parties, covered by California Civil Code Section
3 1542, which states

4 A general release does not extend to claims that the creditor or releasing party does not know or
5 suspect to exist in his or her favor at the time of executing the release and that, if known by him
6 or her, would have materially affected his or her settlement with the debtor or released party.

7 21. The releases identified herein shall become effective on the date Defendant fully funds
8 the Gross Settlement Amount and the employer's share of payroll taxes pursuant to the terms of the
9 Settlement Agreement. Upon the effective date of the releases, all Settlement Class Members shall be
10 deemed to have, and by operation of Judgment shall have, released, waived and relinquished the
11 Released Class Claims and all Aggrieved Employees shall be deemed to have, and by operation of the
12 Judgment shall have, released, waived and relinquished the PAGA Released Claim.

13 22. This document shall constitute a final judgment pursuant to California Rule of Court
14 3.769(h) which provides, "If the court approves the settlement agreement after the final approval
15 hearing, the court must make and enter judgment. The judgment must include a provision for the
16 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may
17 not enter an order dismissing the action at the same time as, or after, entry of judgment." Pursuant to
18 section 664.6 of the California Code of Civil Procedure, the Court will retain jurisdiction to enforce the
19 Settlement, the Final Approval Order, and this Judgment.

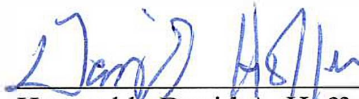
20 23. The Settlement Class members were provided notice that the Final Judgment would be
21 posted on this website in the Notice of Pendency of Class Action and Proposed Settlement mailed to
22 Settlement Class members. A copy of the Final Judgment entered by the Court shall be posted on the
23 Settlement Administrator's website at bellosos-v-hyatt.phoenixcases.com.

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1 24. The Settlement Administrator shall file a declaration regarding the disbursement of
2 Settlement funds on or before **January 15, 2027**, with the Final Accounting hearing taking place on
3 **February 1, 2027** at 1:30 p.m.

4 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

5
6 Dated: 4/30, 2026



Honorable David A. Hoffer
Judge of the Superior Court