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**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
California corporation; and DOES 1 through
100,
inclusive,

Defendants.

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

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

**PLAINTIFF'S SUPPLEMENTAL BRIEF IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: August 22, 2025
Time: 10:00 a.m.
Dept.: CX103

Action Filed: October 11, 2023
Trial Date: None Set

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 Plaintiff Blanca E. Belloso (“Plaintiff”), individually and on behalf of a class of similarly situated
3 individuals, hereby submits this Supplemental Brief in Support of Plaintiff’s Motion for Preliminary
4 Approval of Class Action Settlement (the “Motion”).

5 **I. PROCEDURAL HISTORY**

6 Plaintiff filed her Motion for Preliminary Approval of Class Action Settlement on May 1, 2025,
7 setting it for hearing on June 20, 2025.

8 On June 20, 2025, the Court issued a Minute Order detailing the issues that need to be addressed
9 in subsequent briefing. Consistent therewith, Plaintiff hereby submits the instant supplemental brief
10 (and accompanying declaration) to address the issues identified by the Court. Each of the issues are
11 addressed in the same order as they were identified by the Court in its Minute Order.

12 In connection with addressing the issues identified by the Court, the Parties have executed a First
13 Amendment to Class Action and PAGA Settlement Agreement and have modified the Court Approved
14 Notice of Class Action Settlement and Hearing Date for Final Court Approval. The following
15 documents are being submitted concurrently herewith as Exhibits to the Supplemental Declaration of
16 Scott M. Lidman (“Supp. Lidman Decl.”), as follows:

17 Attached as **Exhibit A** to the Supp. Lidman Decl. is the First Amendment to Class Action and
18 PAGA Settlement Agreement, executed by the Parties.

19 Attached as **Exhibit B** to the Supp. Lidman Decl. is the redlined version of the revised Court
20 Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval.

21 Attached as **Exhibit C** to the Supp. Lidman Decl. is the final version of the revised Court
22 Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval with the
23 changes accepted.

24 **II. ISSUES IDENTIFIED IN THE COURT’S June 20TH MINUTE ORDER**

25 **A. Ultimate Decision Maker of Dispute Challenges**

26 In the Minute Order, the Court orders the Settlement Agreement to read “that, while the
27 Administrator and the parties will attempt to resolve any such disputes, the court ultimately will decide
28 any unresolved disputes.”

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1 The First Amendment to Class Action and PAGA Settlement Agreement reflects this language.
2 Supp. Lidman Decl., ¶ 5.

3 **B. The Escalator Clause and Defendant's Election**

4 In the Minute Order, the Court asks the Parties to address the escalator clause and Defendant's
5 election options. The Court states: "The Class and PAGA Periods are defined as ending on January 15,
6 2025. However, the escalator clause in Paragraph 9 of the settlement agreement provides for defendant's
7 option to either increase the settlement amount or change the Class and PAGA Periods such that some
8 of the class members and aggrieved employees might no longer be included in the settlement. This court,
9 however, will not give final approval to a settlement that results in class members and aggrieved
10 employees being told they are included in the settlement but later being told they are not included in the
11 settlement. Thus, defendant will have to either rely on or take another look at its estimated class size and
12 workweek estimate or select the increased payment option. If the parties want to preserve the option
13 calling for a reduction of the Class and PAGA Periods, rather than just an increase in the settlement
14 amount, they must determine if the escalator clause applies before sending out the class notice, have the
15 class notice include the adjusted end date, and not be sent to non-participants."

16 The Parties are informed and believe that, with the Class Period definitively ending on January
17 15, 2025, the total number of Workweeks does not exceed the estimated 17,347 workweeks and the
18 Escalator Clause is not triggered. Supp. Lidman Decl., ¶ 6. Further, the Class Notice will be mailed to
19 Class Members subsequent to the Settlement Administrator receiving the Class Data and informing
20 Class Counsel of the total number of Workweeks worked by the Class. Should the Escalator Clause be
21 triggered, Class Counsel will inform Defendant's counsel and discuss Defendant's election, all before
22 the Class Notice is mailed. *Id.*

23 As such, Class Members and Aggrieved Employees will not be told they are included in the
24 settlement and later told they are not included in the settlement.

25 **C. Scope of Released Class Claims**

26 In the Minute Order, the Court orders that the definition of "Released Class Claims" be revised
27 by deleting "(10) claims arising out of alleged violations of the California Labor Code sections asserted
28 in the Operative Complaint, and California Industrial Welfare Commission Wage Order No. 5-2001;
(11) penalties of any nature; (12) interest; (13) attorneys' fees and costs; and (14) any other claims

1 arising out of or related to the Operative Complaint.”

2 The First Amendment to Class Action and PAGA Settlement Agreement includes an amended
3 definition of “Released Class Claims”, excluding the above language. Supp. Lidman Decl., ¶ 7.

4 **D. Scope of Released PAGA Claims**

5 In the Minute Order, the Court orders that the definition of “Released PAGA Claims” be revised
6 by deleting “(11) claims under PAGA arising out of alleged violations of the California Labor Code
7 sections asserted in the Operative Complaint, and California Industrial Welfare Commission Wage
8 Order No. 5-2001; (12) penalties of any nature; (13) interest; (14) attorneys’ fees and costs; and (15)
9 any other claims arising out of or related to the Operative Complaint.”

10 The First Amendment to Class Action and PAGA Settlement Agreement includes an amended
11 definition of “Released PAGA Claims”, excluding the above language. Supp. Lidman Decl., ¶ 8.

12 **E. Release of Claims by the LWDA**

13 In the Minute Order, the Court orders the LWDA to be removed as a releasee of PAGA Claims.
14 The Order reads, “The court shall not approve a direct release of claims by the LWDA. Paragraph 6.3
15 of the settlement agreement must omit the phrase ‘and the LWDA’.”

16 The First Amendment to Class Action and PAGA Settlement Agreement removes mention of
17 the LWDA from Paragraph 6.3, Release of PAGA Claims. Supp. Lidman Decl., ¶ 9.

18 **F. Request for Attorneys’ Fees**

19 In the Minute Order, the Court stated that it is “inclined to grant approval of an attorneys’ fees
20 request of only 30 percent of the gross settlement amount”, instead of Class Counsel’s request for 33
21 percent of the gross settlement amount. The Court ordered the parties to “either reduce the attorneys’
22 fees request by amendment to the settlement agreement and the class notice, or Plaintiff to provide
23 documentation and support for any request higher than 30 percent at the final approval stage.”

24 Plaintiff elects to provide documentation and support for the attorneys’ fees request of 33 percent
25 at the final approval stage. Supp. Lidman Decl., ¶ 10.

26 **G. Location of Final Approval Hearing**

27 In the Minute Order, the Court states: Section 8 of the class notice, and Paragraph 10 of the
28 Proposed Order and Judgment must be amended to provide the correct information for the location of
the Final Approval Hearing, which shall be Department CX103.

1 Plaintiff has corrected Section 8 of the class notice and Paragraph 10 of the Amended Proposed
2 Order to reflect that the Final Approval Hearing will be located in Department CX103. Supp. Lidman
3 Decl., ¶ 11.

4 **H. Class Notice**

5 In the Minute Order, the Court ordered the following corrections be made to the class notice:
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1. The class notice should have page numbers on every page.
2. “Participating Class Members Can Object to the Class Settlement but not the
PAGA Settlement” on the left column, third row of the table on the bottom of
Page 1 of the class notice should be amended to state: “Participating Class
Members Can Object to the Class Settlement” as class members may object to
the amount allocated to the PAGA portion of the settlement.
3. On Page 2 of the class notice, right column of the table, the sentence, “The
number Class Period Workweeks and number of PAGA Period Pay Periods you
worked according to Defendant’s records is started on the first page of this
Notice” should instead state “second page of this Notice.”
4. The releases in the class notice should be amended to conform to the
amendments to the releases in the settlement agreement.
5. The ALLOCATION FORM should be captioned the WORKWEEK DISPUTE
& CHANGE OF ADDRESS FORM and should be referenced in the class notice.
6. The REQUEST FOR EXCLUSION FORM and OBJECTION FORM should
be referenced in the class notice so that class members are aware that they should
use these forms.
7. The OBJECTION FORM needs to make clear that the class member does not
need to submit the form and can instead appear at the Final Approval Hearing to
assert an objection in person. The last sentence, “If you are planning on
appearing in Court, you may still complete all steps listed in 1-5 below in order
to object to the settlement” should be deleted, and the notice should instead state:
“You may appear in Court to make an objection at the Final Approval Hearing
whether or not you submit this form.”

Plaintiff has made the following revisions to the class notice:

1. The class notice has page numbers on every page.
2. The left column, third row of the table on the bottom of Page 1 of the class notice, now reads “Participating Class Members Can Object to the Class Settlement”.
3. Page 2 of the class notice, right column of the table now reads, “The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is started on the second page of this Notice.”
4. The releases in the class notice have been amended to conform to the amendments to the releases in the Settlement agreement.
5. The ALLOCATION FORM is now captioned WORKWEEK DISPUTE & CHANGE OF ADDRESS FORM and is referenced as such in the class notice.
6. The REQUEST FOR EXCLUSION FORM and OBJECTION FORM are referenced in the class notice so that class members are aware that they should use these forms.
7. The OBJECTION FORM makes clear that the class member does not need to submit the form and can instead appear at the Final Approval Hearing to assert an objection in person. The last sentence of the Objection Form now states: “You may appear in Court to make an objection at the Final Approval Hearing whether or not you submit this form.”

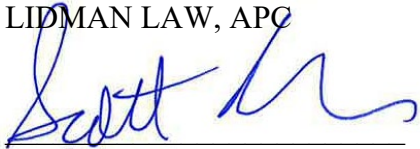
Supp. Lidman Decl., ¶ 12.

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1 **III. CONCLUSION**

2 For the foregoing reasons and the reasons discussed in Plaintiff's Motion, Plaintiff respectfully
3 requests that the Court preliminarily approve the proposed First Amendment to Class Action and PAGA
4 Settlement Agreement, provisionally certify the Settlement Class, and enter the Amended Proposed
5 Order Granting Preliminary Approval of Class Action Settlement submitted concurrently herewith.

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7 Dated: August 8, 2025

Respectfully submitted,
LIDMAN LAW, APC
By: 
Scott M. Lidman
Attorneys for Plaintiff
BLANCA E. BELLOSO