

F I L E D
Clerk of the Superior Court

MAR 06 2026

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Attorneys for Plaintiffs ROBERT MARTINEZ
MARK WISE, and WAVERLY LATOURETTE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

MARK WISE, ROBERT MARTINEZ, and
WAVERLY LATOURETTE, individually,
and on behalf of other members of the
general public similarly situated,

Plaintiffs,

vs.

KIMPTON HOTEL & RESTAURANT
GROUP, LLC, a Delaware limited liability
company; KHRG CANARY LLC, a
Delaware limited liability company;
INTER-CONTINENTAL HOTELS
CORPORATION, a Delaware corporation;
INTERCONTINENTAL HOTELS GROUP
RESOURCES, LLC, a Delaware limited
liability company; IHG MANAGEMENT
(MARYLAND) LLC, a Maryland limited
liability company; INTERCONTINENTAL
HOTELS OF SAN FRANCISCO, INC., a
Delaware corporation; SIX CONTINENTS
HOTELS, INC., a Delaware corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 37-2024-00008504-CU-OE-CTL

Assigned for All Purposes to:

Hon. Gregory Pollack

Dept. C-71

hlt
**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND REQUEST FOR
ATTORNEY'S FEES AND COSTS, AND
JUDGMENT**

Date: March 6, 2026

Time: 9:30 a.m.

Dept.: C-71

1 The Court, having read the papers filed regarding Plaintiffs' Motion for Final Approval of
2 Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument
3 regarding the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action, including
5 the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement ("Settlement Agreement")
7 attached as Exhibit 1 to the Declaration of Ronald H. Bae in support of Plaintiffs' Motion for
8 Preliminary Approval of Class Action Settlement, is the product of arms-length negotiations
9 between the parties and the terms of the Settlement Agreement are fair, reasonable, adequate, and
10 in the best interests of the Settlement Class. The Settlement Agreement therefore is finally approved,
11 and its terms incorporated herein. The Court orders the parties to the Settlement Agreement to
12 perform forthwith their respective duties and obligations thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its
14 September 11, 2025 Order Granting Preliminary Approval, hereby is certified under California Code
15 of Civil Procedure Section 382 for purposes of settlement only. The Class includes the:

16 (1) "*Martinez/Wise* Subclass" consisting of all current and former hourly-paid or non-
17 exempt employees who worked for Defendants IHG Management (Maryland) LLC, Inter-
18 Continental Hotels Corporation, or Inter-Continental Hotels Corporation, InterContinental Hotels
19 of San Francisco, Inc., or any of the Released Parties at any of the IHG Hotels in California at any
20 time during the period from August 8, 2021 through March 5, 2025; and the

21 (2) "*LaTourette* Subclass" consisting of all current and former hourly-paid or non-exempt
22 employees who worked for Defendants Kimpton Hotel & Restaurant Group, LLC, KHRG Canary
23 LLC, or any of the Released Parties at any of the Kimpton Hotels in California at any time during
24 the period from August 25, 2022 through March 5, 2025.

25 4. The Court adjudges that upon the Effective Date, the Participating Class Members,
26 Plaintiffs and their heirs, executors, administrators, attorneys, agents and assigns, fully and finally
27 release and forever discharge the Released Parties from any and all claims that were pled or could
28 have been pled based on the factual allegations in the operative or prior complaints in the Actions,

1 arising during the Subclass Periods, including, but not limited to, any claim for failure to provide
2 meal or rest periods, any claim for failure to pay premiums for non-compliant meal or rest periods,
3 or to pay such premiums at the regular rate, failure to pay minimum wage, failure to pay overtime
4 wages or overtime wages at the regular rate of pay, regular rate Violations, reporting time pay
5 Violations, sick leave Violations, failure to reimburse business expenses, failure to pay timely wages
6 during employment, failure to pay or provide vacation or PTO pay, failure to pay accrued wages
7 upon termination of employment (including vacation or PTO pay), failure to furnish accurate and
8 itemized wage statements, failure to maintain accurate records, unlawful deductions, and any class
9 action claims that were brought or could have been brought based on the factual allegations
10 contained in the operative complaint in the Actions arising under California Labor Code §§ 201,
11 202, 203, 204, 210, 218, 218.5, 222, 223, 224, 226, 226.7, 256, 510, 512, 1194, 1194.2, 1197,
12 1197.1, 1198, 2800, 2802, and the California Unfair Competition Law, Business and Professions
13 Code §§ 17200 et seq., California Civil Code §§ 1786 et seq., 15 U.S.C. §§ 1681 et seq., and
14 California Industrial Welfare Commission Wage Orders N0. 5-2001, 7-2001, or any other applicable
15 Wage Order. The Released Class Claims as described above shall include any remedies for any of
16 the claims described herein, including, damages, penalties of any nature, restitution, declaratory
17 relief, equitable or injunctive relief, interest, and attorneys' fees and costs.

18 5. The Court further adjudges that, upon the Effective Date, Plaintiffs, on behalf of the State
19 of California and the Aggrieved Employees, fully and finally release and forever discharge the Released
20 Parties from any and all PAGA claims that are alleged in the Lawsuits and/or are premised upon the
21 California Labor Code §§ 201, 202, 203, 204, 208, 210, 216, 218, 218.5, 221, 222, 223, 224, 225.5,
22 226, 226.3, 226.7, 227.3, 233, 245-^{248.6}~~2486~~, 256, 351, 353, 432, 432.5, 432.6, 432.7, 510, 512, 551,
23 552, 558, 558.1 1024.5, 1174, 1182, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802,
24 2810.5, California Industrial Welfare Commission Wage Orders No. 5-2001, 7-2001, or any
25 applicable Wage Order, or claims covered by the Release of the Class Action

26 6. Two individuals – Jose Zuniga and Stephanie Mancilla -- submitted timely and valid
27 requests to be excluded from the Settlement. These two individuals therefore are excluded from the
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1 Settlement Class and are not bound by the Settlement Agreement and this Order and Judgment,
2 except as to the release of claims under the Private Attorneys General Act.

3 7. Under the Settlement Agreement, Defendants agree to pay the Gross Settlement
4 Amount of \$2,800,000.00. From the Gross Settlement Amount the Settlement Administrator is
5 ordered to distribute to the Participating Settlement Class Members and to the Aggrieved Employees
6 their respective settlement payments as provided in the Settlement Agreement. Funds attributable to
7 uncashed checks that remain after the check void date shall be forwarded to the California State
8 Controller's Unclaimed Property Fund. No funds shall revert to any Defendant.

9 8. The Court further orders that the Class Members be provided with notice of this
10 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
11 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

12 9. The Court approves an award of attorney's fees to Class Counsel in the amount of
13 \$933,333.33, and an award of costs and expenses in the amount of \$74,166.66. Such amounts shall
14 be paid as provided in the Settlement Agreement and Class Counsels' fee sharing agreement.

15 10. The Court approves service payments to Plaintiffs and Class Representatives Robert
16 Martinez, Mark Wise, and Waverly LaTourette, in the amount of \$10,000.00 each, and the
17 Settlement Administrator is ordered to make such payment consistent with the terms of the
18 Settlement Agreement.

19 11. The Settlement Agreement provides the Settlement Administrator, Simpluris, Inc.
20 shall be paid from the Gross Settlement Amount for its services in administering the Settlement. As
21 set forth in the Declaration of Arron Weisel, the Settlement Administrator is owed \$41,510.00 for
22 services rendered and to be rendered in administering the settlement. The Court therefore orders that
23 Simpluris be paid the amount of \$41,510.00 from the Gross Settlement Amount consistent with the
24 terms of the Class Settlement Agreement.

25 12. The Court approves PAGA penalties in the amount of \$100,000, to be paid from the
26 GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes underlying
27 PAGA. \$75,000.00 of this amount will be paid to the LWDA as the state's share of the civil penalties,
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1 and the remainder of \$25,000.00 will be distributed to the Aggrieved Employees consistent with the
2 terms of the Settlement Agreement and PAGA.

3 13. The Court sets a non-appearance Compliance Hearing for March 5, 2027, at 9:30 am
4 in Department C-71 of the San Diego Superior Court. Plaintiffs are ordered to file a compliance
5 report at least ten (10) court days before the Compliance Hearing.

6 14. Under California Rule of Court 3.769(h), without affecting the finality of this Order
7 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
8 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
9 contemplated becomes effective and each and every act agreed to be performed by the parties has
10 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
11 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
12 construction, and interpretation of the Settlement Agreement.

13 15. Neither this Order and Judgment nor the Settlement Agreement upon which it is
14 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
15 This Order is not a finding of the validity or invalidity of any claims in this action or a determination
16 of any wrongdoing by any party. The final approval of the Parties' settlement will not constitute
17 any opinion, position or determination of this Court as to the merits of the claims or defenses of any
18 party.

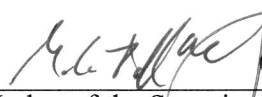
19 16. Judgment is hereby entered as follows: Plaintiffs Robert Martinez, Mark Wise, and
20 Waverly LaTourette, and the Participating Class Members, including the "*Martinez/Wise Subclass*"
21 consisting of all current and former hourly-paid or non-exempt employees who worked for
22 Defendants IHG Management (Maryland) LLC, Inter-Continental Hotels Corporation, or Inter-
23 Continental Hotels Corporation, InterContinental Hotels of San Francisco, Inc., or any of the
24 Released Parties at any of the IHG Hotels in California at any time during the period from August
25 8, 2021 through March 5, 2025; and the "*LaTourette Subclass*" consisting of all current and former
26 hourly-paid or non-exempt employees who worked for Defendants Kimpton Hotel & Restaurant
27 Group, LLC, KHRG Canary LLC, or any of the Released Parties at any of the Kimpton Hotels in
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1 California at any time during the period from August 25, 2022 through March 5, 2025, shall take
2 nothing from Defendants, except as set forth in the Settlement Agreement.

3 17. The Court shall retain jurisdiction over the parties to interpret, implement and
4 enforce this Judgment.

5 **IT IS SO ORDERED AND ADJUDGED.**

6
7
8 Dated: _____

9  3/4/26
GREGORY W. POLLACK
Judge of the Superior Court