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7 SUPERIOR COURT OF STATE OF CALIFORNIA
8 FOR THE COUNTY OF ORANGE
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11 JUAN MANUEL PARRA CHAVEZ, as an
12 individual and on behalf of other similarly
situated employees,

13 Plaintiff,

14 vs.

15 HILTON RESORTS CORPORATION, a
16 California corporation, HILTON
17 RESERVATIONS WORLDWIDE, LLC, a
18 California corporation, HILTON HOTEL
EMPLOYER LLC, a California corporation,
19 and HILTON MANAGEMENT, LLC, a
California corporation, and DOES 1-50,
inclusive,

20 Defendants.
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Case No.: 30-2022-01248249-CU-OE-CXC

Assigned for all purposes to: Hon. David A.
Hoffer

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing Date: August 29, 2025

Hearing Time: 10:00 a.m.

Department: CX103

Reservation ID: 74578939

1 THIS MATTER having been brought before the Court on behalf of Plaintiff Juan Manuel
2 Parra Chavez (referred to herein as “Plaintiff”), through his attorneys, pursuant to California
3 Rule of Court 3.769 and other applicable rules and laws, to request an order granting preliminary
4 approval of a class action settlement and directing the dissemination of notice to the class (the
5 “Order”); the Court having reviewed Plaintiff’s submissions, having held a hearing on June 27,
6 2025, and having found that Plaintiff is entitled to the relief sought, and for good cause shown:

7 IT IS HEREBY ORDERED that Plaintiff’s motion is GRANTED, and it is further
8 ORDERED as follows:

9 1. This proposed fully executed Stipulation of Class Action and PAGA Settlement
10 (“Settlement Agreement” or “Agreement”), submitted with the motion and filed with the Court,
11 is preliminarily approved as being within the range of potential final approval.¹

12 2. Based upon the submission to the Court and attachments and exhibits thereto, the
13 Court conditionally makes the following findings solely for settlement purposes only, subject to
14 final approval at the Final Approval Hearing:

- 15 a. The Class Members are so numerous as to make joinder impracticable;
- 16 b. There are questions of law and fact common to the Class Members, and such
17 questions predominate over any questions affecting only individual Class
18 Members;
- 19 c. The named Plaintiff’s claims and the defenses thereto are typical of the claims
20 of the Class Members and the defenses thereto;
- 21 d. The named Plaintiff’s and Class Counsel can protect and have fairly and
22 adequately protected the interest of the Class members in the lawsuit; and
- 23 e. A class action is superior to all other available methods for fairly and
24 efficiently resolving the claims in connection to this lawsuit and provides
25 substantial benefits to the Class Members.

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27 ¹ Unless otherwise specified, all defined terms in this Order have the same meaning as the meaning described in the Settlement
28 Agreement, and those terms are incorporated here by this reference. To the extent there is any conflict between the definitions of those terms, the
definitions in the Settlement Agreement will control.

1 3. Accordingly, solely for purposes of this settlement only, the Court preliminarily
2 approves the Named Plaintiff as representative of the Class Members, and conditionally certifies
3 a settlement class defined as follows:

4 Class: means all current and former non-exempt employees who are or were
5 employed by Hilton Hotel Employer LLC and Hilton Management LLC in California
6 from March 3, 2018 to February 28, 2024.

7 4. This matter is conditionally certified as a class action for settlement purposes only
8 under California Code of Civil Procedure Section 382 and California Rules of Court, Chapter 6,
9 Rules 3.767 *et seq.*, and/or other laws as applicable. If the settlement does not receive final
10 approval, Defendants retain the right to assert that this action may not be certified as a class
11 action for liability purposes. The Settlement Agreement will not be deemed admissible in this or
12 any other proceeding for purposes of liability, and is for settlement purposes only.

13 5. Solely for purposes of implementing the Settlement Agreement and for purposes of
14 this settlement, the Court preliminarily appoints as Class Counsel Jackson APC.

15 6. The Court finds that the Settlement Agreement falls within the range of possible
16 approval such that it warrants notice thereto and further orders notice of the settlement to be
17 disseminated to the Class Members in the manner set forth herein and in the Settlement
18 Agreement.

19 7. The Court further finds that the Settlement Agreement's resolution of Plaintiff's
20 claims under California's Private Attorneys General Act ("PAGA") was entered into in good
21 faith, and that the settlement is fair, reasonable and adequate and satisfies the standards and
22 applicable requirements for approval of PAGA representative actions under California law.

23 8. A final hearing (the "Final Approval Hearing") shall be held before this Court on
24 _____ at _____ to determine whether: (a) the Court should finally approve the
25 Settlement Agreement and determine that the terms contained therein are fair, reasonable,
26 adequate, and in the best interests of the Class Members and also merit approval under California
27 Labor Code § 2699(l), (b) the Court should enter final judgment dismissing with prejudice the
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operative Complaint in this lawsuit, (c) to approve the application for the Attorneys' Fee Award to Class Counsel and Named Plaintiff's Incentive Awards in a manner consistent with the Settlement Agreement. The Final Approval Hearing may be postponed, adjourned or continued by further order of this Court, without further notice to the Class Members.

9. At the Final Approval Hearing, the Court will consider and determine whether the Settlement Agreement should be finally approved as fair, adequate and reasonable in light of any timely valid objections presented by the Class Members and the parties' responses to any such objections that have been submitted to the Court in accordance with the provisions set forth below.

10. The Court hereby approves the appointment of ILYM Group, Inc. ("Settlement Administrator") as the Settlement Administrator for the purposes of disseminating the Class Notice attached to the settlement agreement, which are hereby approved, and for purposes of administering the terms of the settlement as set forth in the Settlement Agreement. The Settlement Administrator shall perform its duties consistent with the provisions contained within the Settlement Agreement.

11. Any Class Member may object to the fairness, reasonableness or adequacy of the proposed settlement. To assert a valid and timely objection to the Settlement, a Class Member may file an objection with the Court either in writing or at the time of the hearing or appear at the hearing and object at that time.

12. The Court finds that the manner of dissemination and content of the Class Notice specified in detail in the Settlement Agreement (i) is the best notice practicable, (ii) is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the lawsuit and of their right to object to or to exclude themselves from the proposed settlement, (iii) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and (iv) meets all applicable requirements of applicable law.

13. Class Counsel shall file and serve papers in support of final approval of the Settlement no later than sixteen (16) court days in advance of the Final Approval Hearing.

Dated:

JUDGE OF THE SUPERIOR COURT

By: _____
The Honorable David A. Hoffer