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7 Attorneys for Defendants  
 HILTON MANAGEMENT LLC;  
 8 PARK HOTELS AND RESORTS INC., (f/k/a  
 HILTON WORLDWIDE, INC.);  
 9 HILTON DOMESTIC OPERATING COMPANY INC.  
 (erroneously sued as HILTON DOMESTIC OPERATING  
 10 COMPANY LLC; and  
 HILTON HOTEL EMPLOYER LLC

11 [Counsel continued on next page]  
 12

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

15 JOSE HERNANDEZ on behalf of himself and  
 16 others similarly situated.

17 Plaintiff,

18 vs.

19 HILTON MANAGEMENT LLC; HILTON  
 WORLDWIDE, INC; HILTON DOMESTIC  
 20 OPERATING COMPANY LLC; AND DOES  
 1 to 100, inclusive,

21 Defendants.

Case No.: 18STCV10071

[Assigned for all purposes to the Honorable  
 Stuart Rice, Dept. 1]

**SECOND AMENDED JOINT STIPULATION OF  
 CLASS ACTION AND PAGA SETTLEMENT**

Complaint Filed: December 28, 2018

22 CARLOS HERNANDEZ; MIGUEL  
 23 HERNANDEZ,

24 Plaintiffs,

25 vs.

26 HILTON MANAGEMENT LLC; HILTON  
 WORLDWIDE, INC.; HILTON DOMESTIC  
 27 OPERATING COMPANY LLC; and DOES 1  
 to 100, inclusive,

28 Defendants.

Case No.: BC720343

[Assigned for all purposes to the Honorable  
 Stuart Rice, Dept. 1]

Complaint Filed: August 31, 2018

1 [Counsel continued from previous page]

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8 Attorneys for Plaintiffs  
 JOSE HERNANDEZ, on behalf of himself  
 9 and others similarly situated;  
 CARLOS HERNANDEZ; and  
 10 MIGUEL HERNANDEZ

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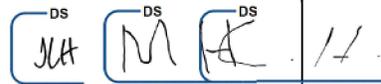
**SECOND AMENDED JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

This Second Amended Joint Stipulation of Class Action Settlement (“Agreement” or “Settlement Agreement”) is made and entered into by and between (1) Plaintiffs JOSE HERNANDEZ, CARLOS HERNANDEZ, and MIGUEL HERNANDEZ (collectively, “Plaintiffs”), individually and on behalf of all others similarly situated, the State of California, and all alleged aggrieved employees; and (2) Defendants HILTON MANAGEMENT LLC and HILTON HOTEL EMPLOYER LLC; (collectively, Hilton” (Hilton collectively with Plaintiffs, the “Parties”).

This settlement shall be binding on (1) Plaintiffs, all Participating Class Members, the State of California (including but not limited to the California Labor and Workforce Development Agency), and all alleged aggrieved employees, all of whom Plaintiffs purport to represent; and (2) Hilton, subject to the terms and conditions hereof and the approval of the Court.

**RECITALS**

2. 1. On August 31, 2018, Plaintiffs Carlos Hernandez and Miguel Hernandez filed a civil Complaint against Defendants in Los Angeles County Superior Court entitled *Carlos Hernandez and Miguel Hernandez v. Hilton Management LLC; Hilton Worldwide, Inc.; Hilton Domestic Operating Company LLC; and Does 1 to 100, Inclusive*, Case Number BC720343, alleging a single cause of action for penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698 *et seq.* for alleged violations of Labor Code §§ 226, 226.7, 510, 512, 1194, 1197 and 1198 (“PAGA Action”). On October 29, 2018, Defendants filed and served their Answer to the Complaint in the PAGA Action. Plaintiffs represent that the California Labor Workforce Development Agency (“LWDA”) elected not to investigate Plaintiffs’ claims as set forth in all written notices to the LWDA within the relevant statutorily-provided period. On June 25, 2018, Plaintiffs Carlos Hernandez and Miguel Hernandez exhausted their administrative remedies pursuant to California Labor Code § 2699, *et seq.* by providing notice of their claims to the Labor and Workforce Development Agency (“LWDA”), which notices were amended on June 26, 2018 and September 22, 2020. Neither Plaintiff Carlos Hernandez nor Plaintiff Miguel Hernandez received a response from the LWDA. On December 28, 2018, Plaintiff Jose

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1 Hernandez filed a civil Complaint against Defendants in Los Angeles County Superior  
 2 Court entitled *Jose Hernandez, on behalf of himself and others similarly situated v. Hilton*  
 3 *Management LLC; Hilton Worldwide, Inc.; Hilton Domestic Operating Company LLC; and*  
 4 *Does 1 to 100, Inclusive*, Case Number 18STCV10071 (“Class Action”), alleging the  
 5 following claims: (1) failure to pay wages for all hours of work at the legal minimum wage  
 6 rate in violation of Labor Code sections 1194, 1194.2, and 1197, and the Wage Orders; (2)  
 7 failure to pay overtime in violation of Labor Code sections 510, 1194, 1198, and the Wage  
 8 Orders; (3) failure to include all remuneration when calculating the overtime rate of pay and  
 9 meal and rest period premiums in violation of Labor Code sections 510, 1194, 226.7, and  
 10 the Wage Orders; (4) failure to provide all legally required and legally compliant meal  
 11 periods in violation of Labor Code sections 226.7, 512, 1198, and the Wage Orders; (5)  
 12 failure to provide all legally required and legally compliant rest periods in violation of Labor  
 13 Code sections 226.7, 1198, and the Wage Orders, (6) failure to provide complete and  
 14 accurate wage statements in violation of Labor Code section 226; (7) failure to timely pay  
 15 wages due at time of separation of employment in violation of Labor Code sections 201,  
 16 202, and 203; and (8) unfair business practices in violation of Business and Professions  
 17 Code section 17200 *et seq.* on behalf of the following putative classes:

- 18 a. Minimum Wage Class: All current and former non-exempt banquet employees<sup>1</sup>  
 19 employed in California at any time within the four years prior to the filing of the  
 20 initial complaint in this action and through the date notice is mailed to a certified  
 21 class, who were under control of Defendants and/or working for time periods  
 22 Defendants did not pay wages at the legal minimum wage rate.

23  
 24  
 25 <sup>1</sup> Except Carlos Hernandez; Edwin Garcia; Wilber Acevedo; Goliat Barrios; David Beenen, Edgar Bermudez; Doroteo  
 26 Cordoval; Roberto Ceja; Israel Cruz; Cristobal Hernandez; Miguel Hernandez; Javier Maldonado; Neville Torrez; Bella  
 27 Martinez; Edgar Ruano; Annette Saca; Jose Lopez; Roberto Munoz; Pedro Lugo; Tomas Hernandez; Valente Magallanes;  
 28 Cashimier Smith; Francisca Torres; Victor Gomez; Hector Navarro; Antonio Vasquez; Victor Gomez; Luis Lopez; Charles  
 Prior; Hilda Velasquez; Elia Quezada; Alfredo Ortiz; Roman Leos; David Ceron; Rigoberto Canela; Salatiel Martinez; Jose  
 Ortiz and Aurelio Padilla, Milton A. Bonilla, Vilma Dardon, Rose Lee, Morena G. Orellana, Amalia Alegria, Luis A. Aleman,  
 Rosa Almendarez, Rachida El Omari, Elsa Hernandez, Juan Lopez, Francisco J. Loria, Marina C. Mancia, Maria M. Rodas,  
 and Sara S. Rubio.

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b. Overtime Class: All current and former non-exempt banquet employees<sup>2</sup> employed by Defendants in California at any time within the four years prior to the filing of the initial complaint in this action and through the date notice is mailed to a certified class who worked in excess of eight hours in a workday, 40 hours in a workweek, or on a seventh consecutive day in a workweek and were only paid their regular rate of pay for that time (includes overtime and double-time).

c. Regular Rate Class: All current and former non-exempt employees<sup>3</sup> employed by Defendants in California at any time within the four years prior to the filing of the initial complaint in this action and through the date notice is mailed to a certified class, who earned commissions, bonuses, service charges, shift-differential pay or other non-hourly compensation which were not included in calculating the paid sick leave, overtime and/or double-time pay earned during pay periods the employees earned the bonuses and worked in excess of eight hours in a workday, 40 hours in a workweek, or on a seventh consecutive day in a workweek.

d. Meal Period Class: All current and former non-exempt employees<sup>4</sup> employed by

<sup>2</sup> Except Carlos Hernandez; Edwin Garcia; Wilber Acevedo; Goliat Barrios; David Beenen, Edgar Bermudez; Doroteo Cordoval; Roberto Ceja; Israel Cruz; Cristobal Hernandez; Miguel Hernandez; Javier Maldonado; Neville Torrez; Bella Martinez; Edgar Ruano; Annette Saca; Jose Lopez; Roberto Munoz; Pedro Lugo; Tomas Hernandez; Valente Magallanes; Cashimier Smith; Francisca Torres; Victor Gomez; Hector Navarro; Antonio Vasquez; Victor Gomez; Luis Lopez; Charles Prior; Hilda Velasquez; Elia Quezada; Alfredo Ortiz; Roman Leos; David Ceron; Rigoberto Canela; Salatiel Martinez; Jose Ortiz and Aurelio Padilla, Milton A. Bonilla, Vilma Dardon, Rose Lee, Morena G. Orellana, Amalia Alegria, Luis A. Aleman, Rosa Almendarez, Rachida El Omari, Elsa Hernandez, Juan Lopez, Francisco J. Loria, Marina C. Mancia, Maria M. Rodas, and Sara S. Rubio.

<sup>3</sup> Except Carlos Hernandez; Edwin Garcia; Wilber Acevedo; Goliat Barrios; David Beenen, Edgar Bermudez; Doroteo Cordoval; Roberto Ceja; Israel Cruz; Cristobal Hernandez; Miguel Hernandez; Javier Maldonado; Neville Torrez; Bella Martinez; Edgar Ruano; Annette Saca; Jose Lopez; Roberto Munoz; Pedro Lugo; Tomas Hernandez; Valente Magallanes; Cashimier Smith; Francisca Torres; Victor Gomez; Hector Navarro; Antonio Vasquez; Victor Gomez; Luis Lopez; Charles Prior; Hilda Velasquez; Elia Quezada; Alfredo Ortiz; Roman Leos; David Ceron; Rigoberto Canela; Salatiel Martinez; Jose Ortiz and Aurelio Padilla, Milton A. Bonilla, Vilma Dardon, Rose Lee, Morena G. Orellana, Amalia Alegria, Luis A. Aleman, Rosa Almendarez, Rachida El Omari, Elsa Hernandez, Juan Lopez, Francisco J. Loria, Marina C. Mancia, Maria M. Rodas, and Sara S. Rubio.

<sup>4</sup> Except Carlos Hernandez; Edwin Garcia; Wilber Acevedo; Goliat Barrios; David Beenen, Edgar Bermudez; Doroteo Cordoval; Roberto Ceja; Israel Cruz; Cristobal Hernandez; Miguel Hernandez; Javier Maldonado; Neville Torrez; Bella Martinez; Edgar Ruano; Annette Saca; Jose Lopez; Roberto Munoz; Pedro Lugo; Tomas Hernandez; Valente Magallanes; Cashimier Smith; Francisca Torres; Victor Gomez; Hector Navarro; Antonio Vasquez; Victor Gomez; Luis Lopez; Charles Prior; Hilda Velasquez; Elia Quezada; Alfredo Ortiz; Roman Leos; David Ceron; Rigoberto Canela; Salatiel Martinez; Jose

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1 Defendants in California at any time within the four years prior to the filing of the  
2 initial complaint in this action and through the date notice is mailed to a certified  
3 class who worked more than 5 hours during a workday and were not provided all  
4 legally required and/or legally compliant meal periods and/or did not receive wages  
5 to compensate them for Defendants' failure to provide all legally required and/or  
6 legally complaint meal periods.

7 e. Rest Period Class: All current and former non-exempt employees<sup>5</sup> employed by  
8 Defendants in California at any time within the four years prior to the filing of the  
9 initial complaint in this action and through the date notice is mailed to a certified  
10 class who worked more than 3.5 hours during a workday and were not permitted to  
11 take all legally required and/or legally compliant rest periods and/or did not receive  
12 wages to compensate them for Defendants' failure to provide all legally required  
13 and/or legally complaint rest periods.

14 f. Wage Statement Class: All current and former non-exempt employees<sup>6</sup> employed  
15 by Defendants in California at any time within the one year prior to the filing of the  
16 initial complaint in this action and through the date notice is mailed to a certified  
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18 \_\_\_\_\_  
19 Ortiz and Aurelio Padilla, Milton A. Bonilla, Vilma Dardon, Rose Lee, Morena G. Orellana, Amalia Alegria, Luis A. Aleman,  
20 Rosa Almendarez, Rachida El Omari, Elsa Hernandez, Juan Lopez, Francisco J. Loria, Marina C. Mancia, Maria M. Rodas,  
21 and Sara S. Rubio.

22 <sup>5</sup> Except Carlos Hernandez; Edwin Garcia; Wilber Acevedo; Goliat Barrios; David Beenen, Edgar Bermudez; Doroteo  
23 Cordoval; Roberto Ceja; Israel Cruz; Cristobal Hernandez; Miguel Hernandez; Javier Maldonado; Neville Torrez; Bella  
24 Martinez; Edgar Ruano; Annette Saca; Jose Lopez; Roberto Munoz; Pedro Lugo; Tomas Hernandez; Valente Magallanes;  
25 Cashimier Smith; Francisca Torres; Victor Gomez; Hector Navarro; Antonio Vasquez; Victor Gomez; Luis Lopez; Charles  
26 Prior; Hilda Velasquez; Elia Quezada; Alfredo Ortiz; Roman Leos; David Ceron; Rigoberto Canela; Salatiel Martinez; Jose  
27 Ortiz and Aurelio Padilla, Milton A. Bonilla, Vilma Dardon, Rose Lee, Morena G. Orellana, Amalia Alegria, Luis A. Aleman,  
28 Rosa Almendarez, Rachida El Omari, Elsa Hernandez, Juan Lopez, Francisco J. Loria, Marina C. Mancia, Maria M. Rodas,  
and Sara S. Rubio.

<sup>6</sup> Except Carlos Hernandez; Edwin Garcia; Wilber Acevedo; Goliat Barrios; David Beenen, Edgar Bermudez; Doroteo  
Cordoval; Roberto Ceja; Israel Cruz; Cristobal Hernandez; Miguel Hernandez; Javier Maldonado; Neville Torrez; Bella  
Martinez; Edgar Ruano; Annette Saca; Jose Lopez; Roberto Munoz; Pedro Lugo; Tomas Hernandez; Valente Magallanes;  
Cashimier Smith; Francisca Torres; Victor Gomez; Hector Navarro; Antonio Vasquez; Victor Gomez; Luis Lopez; Charles  
Prior; Hilda Velasquez; Elia Quezada; Alfredo Ortiz; Roman Leos; David Ceron; Rigoberto Canela; Salatiel Martinez; Jose  
Ortiz and Aurelio Padilla, Milton A. Bonilla, Vilma Dardon, Rose Lee, Morena G. Orellana, Amalia Alegria, Luis A. Aleman,  
Rosa Almendarez, Rachida El Omari, Elsa Hernandez, Juan Lopez, Francisco J. Loria, Marina C. Mancia, Maria M. Rodas,  
and Sara S. Rubio.

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1 class who received inaccurate or incomplete wage statements.

2 g. Waiting Time Class: All former non-exempt employees employed by Defendants in  
3 California at any time within the three years prior to the filing of the initial complaint  
4 in this action and through the date notice is mailed to a certified class whose  
5 employment ended and they did not receive payment of all unpaid wages within the  
6 statutory time period after separation of employment.

7 3. On February 15, 2019, Defendants filed and served Notices of Appearance in the Class  
8 Action in lieu of a responsive pleading pursuant the Court’s Initial Status Conference Order.

9 4. Plaintiffs intend to file a First Amended Complaint (“FAC”) in the Class Action to (1) add  
10 Hilton Hotel Employer LLC as a named defendant; (2) define the Minimum Wage Class as including all  
11 current and former non-exempt employees of Defendants who worked at the Beverly Hilton Hotel; (3)  
12 define the Overtime Wage Class as including all current and former non-exempt employees of Defendants  
13 who worked at the Beverly Hilton Hotel; (4) define all classes as including all current and former non-  
14 exempt employees of Defendants who worked at the Beverly Hilton Hotel within the time periods  
15 applicable to the claims; and (5) set forth claims raised during the Class Action and PAGA Action on a  
16 class-wide and PAGA representative basis on behalf of all current and former non-exempt employees of  
17 Defendants who worked at the Beverly Hilton Hotel. A copy of the proposed FAC in the Class Action is  
18 attached hereto as Exhibit A.

19 5. Plaintiffs will attach a copy of the proposed FAC to the Motion for Preliminary Approval  
20 and request leave of Court to file the FAC. Defendants will have no obligation to file a responsive pleading  
21 to the FAC unless the Settlement Agreement is rescinded or nullified pursuant to paragraphs 75, 76, or 80  
22 below. In the event the FAC is filed and the Settlement Agreement is thereafter rescinded or nullified,  
23 Defendants will have 30 days from notice of the termination to file responsive pleadings to the FAC.

24 6. Defendants deny all material allegations set forth in the PAGA Action, the Class Action,  
25 the FAC and this Joint Stipulation, and have asserted numerous affirmative and other defenses, which the  
26 Defendants contend are well-taken. Notwithstanding, in the interest of avoiding further litigation, the  
27 Parties desire to fully and finally settle all actual or potential claims by Plaintiffs, the putative Class  
28 Members, and the alleged PAGA aggrieved employees.

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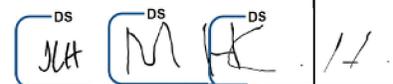
1 7. Plaintiffs' counsel in the PAGA Action and Class Action diligently investigated the  
2 proposed putative class members' and aggrieved employees' claims against Defendants, including any  
3 and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange  
4 of information pursuant to informal discovery methods, review of numerous corporate policies and  
5 practices, and review and analysis of extensive time and payroll data.

6 8. On October 18 and November 12, 2019, the Parties participated in two sessions of  
7 mediation with Hon. Carl West (Ret.) of JAMS but were unable to reach a settlement. On September 8,  
8 2020, the Parties participated in a third session of mediation with Mark S. Rudy, Esq., a highly respected  
9 mediator of wage and hour class actions, but were unable to reach a settlement that day. On March 23,  
10 2021, with the assistance of Mr. Rudy, the Parties reached agreement on the principal terms of a class  
11 action settlement that would fully resolve the Action.

12 9. The settlement discussions before, during and after the mediation were conducted at arm's  
13 length and the settlement is the result of an informed and detailed analysis of the uncertainties associated  
14 with Defendants' alleged potential liability in relation to the costs and risks associated with continued  
15 litigation.

16 10. Based on the data and documents produced pursuant to informal discovery, as well as Class  
17 Counsel's own independent investigation and evaluation, and the efforts of mediators Judge West and  
18 Mark Rudy, Class Counsel believe that the settlement with Hilton for the consideration and on the terms  
19 set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the  
20 putative class members and alleged aggrieved employees in light of all known facts and circumstances,  
21 including the risk of significant delay and uncertainty associated with litigation, various defenses asserted  
22 by Defendants, the sharply contested legal and factual issues involved, and numerous appellate issues.

23 11. This Settlement Agreement is made and entered into by and between Plaintiffs,  
24 individually and on behalf of all others similarly situated and aggrieved, on the one hand, and Hilton, on  
25 the other hand, and is subject to the terms and conditions hereof, and to the Court's approval. The Parties  
26 expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of  
27 compromising significantly disputed claims and that nothing herein is an admission of any liability or  
28 wrongdoing by Defendants. If, for any reason the Settlement Agreement is not approved, it will be of no



1 force or effect, and the Parties shall be returned to their original respective positions.

2 **DEFINITIONS**

3 The following definitions are applicable to this Settlement Agreement. Definitions contained  
4 elsewhere in this Settlement Agreement will also be effective:

5 11. "PAGA Action" means *Carlos Hernandez and Miguel Hernandez v. Hilton Management*  
6 *LLC; Hilton Worldwide, Inc.; Hilton Domestic Operating Company LLC; and Does 1 to 100, Inclusive,*  
7 *Los Angeles County Superior Court Case Number BC720343, alleging a single cause of action for*  
8 *penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698 et*  
9 *seq. for alleged violations of Labor Code §§ 226, 226.7, 510, 512, 1194, 1197 and 1198.*

10 12. "Class Action" means *Jose Hernandez, on behalf of himself and others similarly situated*  
11 *v. Hilton Management LLC; Hilton Worldwide, Inc.; Hilton Domestic Operating Company LLC; and*  
12 *Does 1 to 100, Inclusive, Los Angeles County Superior Court Case Number 18STCV10071, including*  
13 *but not limited to the FAC of the Class Action attached hereto as **Exhibit A**. The PAGA Action and*  
14 *Class Action are jointly referred to herein as the "Action."*

15 13. "Attorneys' Fees and Costs" means attorneys' fees agreed upon by the Parties and  
16 approved by the Court for Class Counsel's litigation and resolution of the Action, and all costs incurred  
17 and to be incurred by Class Counsel in the Action, including, but not limited to, costs associated with  
18 documenting the Settlement, securing the Court's approval of the Settlement, responding to any  
19 objections to the settlement and appeals arising therefrom, administering the Settlement, obtaining entry  
20 of a judgment terminating the Action, and expenses for any experts. Class Counsel will request  
21 attorneys' fees not in excess of Thirty-Three and One-Third Percent (33 1/3%) of the Maximum  
22 Settlement Amount, or up to One Million Eight Hundred Sixty-One Thousand Six Hundred Sixty-Six  
23 Dollars and Five Cents (\$1,861,666.00). The Attorneys' Fees and Costs will also mean and include the  
24 additional reimbursement of Class Counsel's actual costs associated with Class Counsel's litigation and  
25 settlement of the Action per Class Counsel's billing statements, up to Forty Thousand Dollars and Zero  
26 Cents (\$40,000.00), subject to the Court's approval. Defendants have agreed not to oppose Class  
27 Counsel's request for fees and reimbursement of costs as set forth above.

28 ///



1 14. "Class Counsel" means Joseph Lavi, Vincent C. Granberry, and Melissa A. Huether of  
2 Lavi & Ebrahimian, LLP, which will seek to be appointed counsel for the Settlement Class.

3 15. "Class List" means a complete list of all Class Members that Hilton will diligently and  
4 in good faith compile from its records and provide to the Settlement Administrator within thirty (30)  
5 calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a  
6 readable Microsoft Office Excel spreadsheet and will include Class Members' names, last-known  
7 addresses, social security numbers, dates of employment (i.e., the start and end dates of employment for  
8 each Class Member), shift counts (i.e., the number of shifts each Class Member worked during the Class  
9 Period), and whether the employee was a banquet or non-banquet employee.

10 16. "Class Member(s)" or "Settlement Class" means all non-exempt employees who work or  
11 formerly worked for Defendants at the Beverly Hilton Hotel (the "Hotel") in Beverly Hills, California  
12 at any time during the Class Period, except Carlos Hernandez; Edwin Garcia; Wilber Acevedo; Goliat  
13 Barrios; David Beenen, Edgar Bermudez; Doroteo Cordoval; Roberto Ceja; Israel Cruz; Cristobal  
14 Hernandez; Miguel Hernandez; Javier Maldonado; Neville Torrez; Bella Martinez; Edgar Ruano;  
15 Annette Saca; Jose Lopez; Roberto Munoz; Pedro Lugo; Tomas Hernandez; Valente Magallanes;  
16 Cashimier Smith; Francisca Torres; Victor Gomez; Hector Navarro; Antonio Vasquez; Victor Gomez;  
17 Luis Lopez; Charles Prior; Hilda Velasquez; Elia Quezada; Alfredo Ortiz; Roman Leos; David Ceron;  
18 Rigoberto Canela; Salatiel Martinez; Jose Ortiz and Aurelio Padilla, Milton A. Bonilla, Vilma Dardon,  
19 Rose Lee, Morena G. Orellana, Amalia Alegria, Luis A. Aleman, Rosa Almendarez, Rachida El Omari,  
20 Elsa Hernandez, Juan Lopez, Francisco J. Loria, Marina C. Mancia, Maria M. Rodas, and Sara S. Rubio  
21 (collectively "Individual Plaintiffs")

22 17. The Settlement Class does not include any person who previously settled or released any  
23 of the claims covered by this Settlement, or any other person who previously was paid or received  
24 awards through civil or administrative actions for the claims covered by this Settlement. Defendants  
25 represent that there are approximately 1,504 individuals as of July 26, 2022 who compose the Settlement  
26 Class.

27 (a) "Banquet Class Members" means Class Members who worked in the Hotel's Banquet  
28 Department during the Class Period.

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1 (b) "Non-Banquet Class Members" mean all other Class Members who did not work in the  
2 Hotel's Banquet Department during the Class Period.

3 18. "Class Period" means the period from December 28, 2014 through July 26, 2022.

4 19. "Class Representative" mean Plaintiff Jose Hernandez in the Class Action, who will seek  
5 to be appointed as the representative for the Settlement Class.

6 20. "PAGA Representatives" mean Plaintiffs Carlos Hernandez and Miguel Hernandez in  
7 the PAGA Action.

8 21. "Class and PAGA Representatives Enhancement Payments" means the amounts to be  
9 paid to the Class Representative and the PAGA Representatives in recognition of their effort and work  
10 in prosecuting the Class Action on behalf of Class Members, the PAGA Action, and negotiating the  
11 Settlement. Hilton agrees not to dispute that the Class Representative and PAGA Representatives will  
12 be paid, subject to Court approval, up to Eight Thousand Nine Hundred Dollars and Zero Cents  
13 (\$8,900.00) each, for a total not to exceed Twenty Six Thousand Seven Hundred Dollars and Zero Cents  
14 (\$26,700.00), from the Maximum Settlement Amount for their services on behalf of the class and alleged  
15 aggrieved employees, subject to the Court granting final approval of this Settlement Agreement and  
16 subject to the exhaustion of any and all appeals. Should the Court reduce the Class and PAGA  
17 Representatives Enhancement Payments, any such reduction shall revert to the Net Settlement to be  
18 distributed to Participating Class Members.

19 22. "Court" means the Superior Court of California, County of Los Angeles or any other  
20 court taking jurisdiction of the Action.

21 23. "Defendants" mean Hilton Management LLC; Park Hotels & Resorts Inc. (f/k/a Hilton  
22 Worldwide, Inc.); Hilton Domestic Operating Company Inc. (erroneously sued as Hilton Domestic  
23 Operating Company LLC); and Hilton Hotel Employer LLC.

24 12. "Effective Date" means the date on which the settlement embodied in this Settlement  
25 Agreement shall become effective after all of the following events have occurred: (i) this Settlement  
26 Agreement has been executed by all parties and by counsel for the Settlement Class and Defendants;  
27 (ii) the Court has given preliminary approval to the Settlement; (iii) notice has been given to the putative  
28 members of the Settlement Class, providing them with an opportunity to object to the terms of the

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1 Settlement or to opt-out of the Settlement; (iv) the Court has held a formal fairness hearing and entered  
2 a final order and judgment certifying the Class, dismissing the Action with prejudice, and approving  
3 this Settlement Agreement; (v) sixty-five (65) calendar days have passed following the Court’s entry of  
4 a final order and judgment certifying the Settlement Class and approving the settlement; and (vi) in the  
5 event there are written objections filed prior to the formal fairness hearing which are not later withdrawn  
6 or denied, the later of the following events: (a) five (5) business days after the period for filing any  
7 appeal, writ or other appellate proceeding opposing the Court’s final order approving the Settlement has  
8 elapsed without any appeal, writ or other appellate proceeding having been filed; or (b) five (5) business  
9 days after any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed  
10 finally and conclusively with no right to pursue further remedies or relief.

11 13. “Individual Settlement Payment” means each Participating Class Member’s share of the  
12 Net Banquet Settlement Amount or Net Non-Banquet Settlement Amount, to be distributed to the Class  
13 Members who do not submit a valid Request for Exclusion. Settlement payments are also referenced to  
14 herein as “settlement awards.”

15 14. “Labor and Workforce Development Agency Payment”/ “PAGA Settlement Amount”  
16 means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency  
17 (“LWDA”) in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code  
18 §§ 2698, *et seq.*, “PAGA”). The Parties have agreed that Fifty Thousand Dollars and Zero Cents  
19 (\$50,000.00) of the Maximum Settlement Amount will be allocated to the resolution of any Class  
20 Members’ claims arising under PAGA (“PAGA Settlement Amount”). The PAGA Settlement Amount  
21 will be split among the Non-Banquet PAGA Members and Banquet PAGA Members proportionately.  
22 The Non-Banquet PAGA Settlement Amount will be \$38,457.90 and the Banquet PAGA Settlement  
23 Amount will be \$11,542.10. Pursuant to PAGA, Seventy-Five Percent (75%), of the Non-Banquet  
24 PAGA Settlement Amount and Banquet PAGA Settlement Amount will be paid to the California Labor  
25 and Workforce Development Agency, and Twenty-Five Percent (25%) of the Non-Banquet PAGA  
26 Settlement Amount and Banquet PAGA Settlement Amount (the “Net Non-Banquet PAGA Settlement  
27 Amount” and “Net Banquet PAGA Settlement Amount” respectively), will be distributed to Non-  
28 Banquet PAGA Members and Banquet PAGA Members, respectively, based on the number of Shifts



1 they worked during the PAGA Period (“Individual PAGA Payment”).

2 15. “Maximum Settlement Amount” means the maximum settlement amount of Five Million  
3 Five Hundred Eighty-Five Thousand Dollars and Zero Cents (\$5,585,000.00) to be paid by Hilton in  
4 full satisfaction of all claims arising from the PAGA Action, Class Action, and the FACs, which includes  
5 all Individual Settlement Payments to Participating Class Members and to the PAGA Members, the  
6 Class and PAGA Representatives Enhancement Payments, Settlement Administration Costs to the  
7 Settlement Administrator, the PAGA Settlement Amount, and the Attorneys’ Fees and Costs to Class  
8 Counsel. This Maximum Settlement Amount has been agreed to by Plaintiffs and Hilton based on the  
9 aggregation of the agreed-upon settlement value of individual claims. In no event will Defendants be  
10 liable for more than the Maximum Settlement Amount except as otherwise explicitly set forth herein.  
11 The Maximum Settlement Amount is non-reversionary.

12 (a) “Banquet Settlement Amount” means the portion of the Maximum Settlement Amount  
13 allocated to resolving all claims asserted on behalf of the Banquet Class and Banquet PAGA Members,  
14 or One Million Two Hundred Sixty-Three Thousand Dollars and Zero Cents (\$1,263,000.00).

15 (b) “Non-Banquet Settlement Amount” means the portion of the Maximum Settlement  
16 Amount allocated to resolving all claims asserted on behalf of the Non-Banquet Class and Non-Banquet  
17 PAGA Members, or Four Million Three Hundred Twenty-Two Thousand Dollars and Zero Cents  
18 (\$4,322,000.00).

19 16. “Net Banquet Settlement Amount” means the portion of the Banquet Settlement Amount  
20 remaining after deduction of 50% of the approved Class and PAGA Representatives Enhancement  
21 Payments, 50% of the Settlement Administration Costs, Banquet PAGA Settlement Amount, and 50%  
22 of the Attorneys’ Fees and Costs. The Net Banquet Settlement Amount will be distributed to  
23 Participating Banquet Class Members.

24 17. “Net Non-Banquet Settlement Amount” means the portion of the Non-Banquet Settlement  
25 Amount remaining after deduction of the approved 50% of the Class and PAGA Representatives  
26 Enhancement Payments, 50% of the Settlement Administration Costs, Non-Banquet PAGA Settlement  
27 Amount, and 50% of the Attorneys’ Fees and Costs. The Net Non-Banquet Settlement Amount will be  
28 distributed to Participating Non-Banquet Class Members.

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1 18. "Notice of Objection" means a Class Member's valid and timely written objection to the  
2 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full  
3 name, signature, address, telephone number, and the last four digits of the objector's social security  
4 number, (b) the dates the objector was employed by Defendant in California, and (c) a written statement  
5 of all grounds for the objection and copies of supporting documents, if any.

6 19. "Notice Packet" or "Notice" means the Notice of Class Action Settlement, substantially  
7 in the form attached as **Exhibit B**.

8 20. "Banquet PAGA Members" means all Banquet Class Members and Individual Plaintiffs  
9 who were employed at the Hotel at any time during the PAGA Period.

10 21. "Non-Banquet PAGA Members" means all Non-Banquet Class Members and Individual  
11 Plaintiffs who were employed at the Hotel at any time during the PAGA Period.

12 22. "PAGA Members" means collectively the Non-Banquet PAGA Members and Banquet  
13 PAGA Members.

14 23. "PAGA Period" means the period from June 25, 2017 through July 26, 2022.

15 24. "Parties" means Plaintiffs and Defendants collectively.

16 25. "Participating Banquet Class Members" means all Banquet Class Members who do not  
17 timely submit valid Requests for Exclusion.

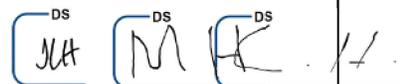
18 26. "Participating Non-Banquet Class Members" means all Non-Banquet Class Members  
19 who do not timely submit valid Requests for Exclusion.

20 27. "Participating Class Members" means all the Participating Banquet Class Members and  
21 Participating Non-Banquet Class Members.

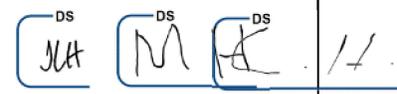
22 28. "Plaintiffs" means Carlos Hernandez, Miguel Hernandez, and Jose Hernandez  
23 collectively.

24 29. "Preliminary Approval" means the Court order granting preliminary approval of the  
25 Settlement Agreement.

26 30. "Released Class Claims" means all claims, demands, rights, liabilities, and causes of  
27 action of every nature and description whatsoever released by Plaintiffs and the Participating Class  
28 Members including without limitation statutory, constitutional, contractual, or common law claims,



1 whether known or unknown, against the Released Parties (as defined below), or any of them, for any  
2 type of relief and penalties that accrued during the Class Period, and as a result of Class Members’  
3 employment with Defendants, which relate to or arise under any state or local law or state administrative  
4 order that were pled or could have been pled based on the claims alleged in the operative complaint and  
5 FAC in the Class Action, the merits of which Defendants dispute, include, without limitation, all claims  
6 for and related to unpaid wages, including but not limited to: (1) failure to properly calculate and to pay  
7 wages for all hours of work at the legal minimum wage rate in violation of all applicable sections of the  
8 California Labor Code (“Labor Code”) and the Wage Orders; (2) failure to properly calculate and pay  
9 overtime, double-time, reporting time, and paid sick leave in violation of all applicable sections of the  
10 Labor Code the Wage Orders; (3) failure to include all remuneration when calculating the overtime and  
11 double-time rate of pay in violation of all applicable sections of the Labor Code and the Wage Orders;  
12 (4) failure to provide all legally required and legally compliant meal periods in violation of all applicable  
13 sections of the Labor Code and the Wage Orders; (5) failure to provide all legally required and legally  
14 compliant rest periods in violation of all applicable sections of the Labor Code and the Wage Orders;  
15 (6) failure to pay premiums for missed, late, short or interrupted meal or rest periods and failure to pay  
16 such premiums at the regular rate of compensation in violation of all applicable sections of the Labor  
17 Code and the Wage Orders; (7) failure to provide complete and accurate wage statements and maintain  
18 accurate records in violation of all applicable sections of the Labor Code; (8) failure to timely pay wages  
19 due at time of separation of employment in violation of all applicable sections of the Labor Code; (9)  
20 failure to treat mandatory service charges as tip wages; (10) unfair business practices in violation of  
21 Business and Professions Code section 17200 *et seq.*; (11) any claim for penalties arising out of or  
22 related to the claims in this Paragraph 30, including but not limited to, recordkeeping penalties, wage  
23 statement penalties, minimum-wage penalties, and waiting time penalties; (12) penalties pursuant to the  
24 Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698 *et seq.* for violations of the  
25 Labor Code that were alleged in the FAC or which could have been alleged based on the facts therein,  
26 including but not limited to §§ 226, 226.7, 510, 512, 1194, 1197 and 1198; (13) claims for injunctive  
27 relief; (14) punitive damages; (15) liquidated damages; (16) penalties of any nature; (17) interest; (18)  
28 attorneys’ fees; and (19) costs. The Released Class Claims also include claims arising under the

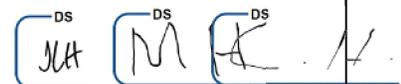


1 California Labor Code (including but not limited to Labor Code sections 200, 201, 202, 203, 204, 210,  
2 216, 218, 218.5, 218.6, 223, 225, 225.5, 226, 226.7, 233, 245, 246, 248.5, 510, 512, 516, 558, 1174,  
3 1174.5, 1194, 1194.2, 1197, 1197.1, 1198) and the Wage Orders as to the facts alleged in the FAC and  
4 all claims that could have been pled based on facts alleged therein; the California Civil Code, including  
5 but not limited to sections 3287 and 3289; and California Code of Civil Procedure section 1021.5.

6 31. “Released PAGA Claims” means all claims against the Released Parties for civil and  
7 statutory penalties, attorneys’ fees, and costs arising under PAGA released by Plaintiffs, the State of  
8 California (including the LWDA), and the PAGA Members that accrued during the PAGA Period, and  
9 as a result of the PAGA Members’ employment with Defendants, that were pled or could have been  
10 pled based on the claims alleged in the operative complaint and FAC in the PAGA Action and Plaintiffs’  
11 June 25, 2018, June 26, 2018, and October 9, 2020 notices to the LWDA.

12 32. “Released Parties” means: (i) Defendants; (ii) Oasis West Realty LLC (“Owner”); (iii)  
13 each of Defendants’ and Owner’s past, present and future parents, subsidiaries, divisions, concepts,  
14 related and affiliated entities including, without limitation, and any corporation, limited liability  
15 company, partnership, trust, foundation, and non-profit entity which controls, is controlled by, or is  
16 under common control with Defendants and/or Owner; (iv) the past, present and future shareholders,  
17 directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors,  
18 agents, consultants, representatives, administrators, payroll service providers, fiduciaries, benefit plans,  
19 transferees, predecessors, successors, and assigns of any of the foregoing; and (v) any individual or  
20 entity which could be jointly liable with any of the foregoing.

21 33. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a  
22 request to be excluded from the settlement. The Request for Exclusion must: (a) be signed by the Class  
23 Member; (b) contain the name, address, telephone number, and the last four digits of the Social Security  
24 Number of the Class Member requesting exclusion; (c) clearly state that the Class Member received the  
25 Notice, does not wish to participate in the settlement, and wants to be excluded from the settlement; (d)  
26 be returned by first class mail or equivalent to the Settlement Administrator at the specified address;  
27 and, (e) be postmarked on or before the Response Deadline. The date of the postmark on the return  
28 mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been

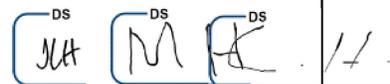


1 timely submitted. A Class Member who does not request exclusion from the settlement will be deemed  
2 a Class Member and will be bound by all terms of the settlement, if the settlement is granted final  
3 approval by the Court. The Parties agree that there is no right for any Class Member to opt out or  
4 otherwise exclude himself or herself from the Settlement of the PAGA Action.

5 34. "Response Deadline" means the deadline by which Class Members must postmark to the  
6 Settlement Administrator valid Requests for Exclusion or objections to the settlement or disputes to the  
7 Shifts. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the  
8 Notice Packet by the Settlement Administrator, unless the 45<sup>th</sup> day falls on a Sunday or federal holiday,  
9 in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service  
10 is open. The Response Deadline for Requests for Exclusion or objections or disputes to the Shifts will  
11 be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice Packet by the  
12 Settlement Administrator, unless the 15<sup>th</sup> day falls on a Sunday or federal holiday, in which case the  
13 Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The  
14 Response Deadline may also be extended by express agreement between Class Counsel and Defense  
15 Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to  
16 extend the deadline for Class Members to submit a Request for Exclusion or objection to the settlement  
17 or disputes to the Shifts.

18 35. "Settlement Administrator" means CPT Group or any other third-party class action  
19 settlement claims administrator agreed to by the Parties and approved by the Court for purposes of  
20 administering this settlement. The Parties each represent that they do not have any financial interest in  
21 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that  
22 could create a conflict of interest.

23 36. "Settlement Administration Costs" means the costs payable from the Maximum  
24 Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not  
25 limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated  
26 amounts per Class Member, tax reporting, distributing the appropriate settlement amounts, and  
27 providing necessary reports and declarations, and other duties and responsibilities set forth herein to  
28 process this Settlement, and as requested by the Parties. The Settlement Administration Costs will be



1 paid from the Maximum Settlement Amount, including, if necessary, any such costs in excess of the  
2 amount represented by the Settlement Administrator as being the maximum costs necessary to  
3 administer the settlement. The Settlement Administration Costs are currently estimated to be Twenty-  
4 Three Thousand Dollars and No Cents (\$23,000.00). To the extent actual Settlement Administration Costs  
5 are greater than \$23,000.00, such excess amount will be deducted from the Maximum Settlement  
6 Amount.

7 37. "Shifts" means the number of shifts worked by each Class Member as a non-exempt  
8 employee at the Hotel during the Class Period.

9 **CLASS CERTIFICATION**

10 38. Solely for purposes of settling the Action, and not for purposes of class certification  
11 should the matter not be settled or for any other reason, the Parties stipulate and agree that the requisites  
12 for establishing class certification with respect to the Settlement Class have been met and are met. More  
13 specifically, the Parties stipulate and agree for purposes of this settlement only that:

14 (a) The Settlement Class is ascertainable and so numerous as to make it impracticable  
15 to join all Class Members;

16 (b) There are common questions of law and fact including, but not limited to, the  
17 following:

18 i. Whether Defendants violated the California Labor Code, including, but not  
19 limited to Sections 1194, 1194.2 and/or 1197 by not paying employees' wages at a minimum wage rate  
20 for all time that Class Members were subject to Defendants' control but were not paid;

21 ii. Whether Defendants violated California the Labor Code, including but not  
22 limited to Sections 510 and/or 1194 by not paying employees' wages at an overtime wage rate for all  
23 overtime hours that Class Members were subject to Defendants' control but were not paid;

24 iii. Whether Defendants violated the Labor Code, including but not limited to  
25 Sections 510 and 1194 by failing to include all remuneration when calculating the overtime rate of pay  
26 for the members of Class Members;

27 iv. Whether Defendants unlawfully failed to provide Class Members with  
28 proper meal periods or an hour wage for every day such periods were not provided;

1 v. Whether Defendants unlawfully failed to provide Class Members with  
2 proper rest breaks or an hour wage for every day such breaks were not provided;

3 vi. Whether Defendants failed to treat mandatory service charges as gratuities  
4 pursuant to Labor Code section 351 tip wages;

5 vii. Whether Defendants unlawfully failed to furnish Class Members with  
6 proper accurate itemized wage statements;

7 viii. Whether Defendants failed to provide Class Members with all unpaid wages  
8 within the statutory time period following separation of employment;

9 ix. Whether Defendants committed unlawful business acts or practices within  
10 the meaning of Business and Professions Code section 17200 et seq.;

11 x. Whether Class Members are entitled to unpaid wages, penalties, interest,  
12 fees and other relief in conjunction with his claims; and

13 xi. Whether, as a consequence of Defendants' unlawful conduct, the Class  
14 Members are entitled to restitution, and/or equitable relief.

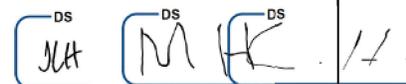
15 Should this Settlement not be approved or be terminated, these stipulations shall be null and void  
16 and shall not be admissible, in this or any other action, for any purpose whatsoever.

17 39. The Class Representative's claims are typical of the claims of the members of the  
18 Settlement Class; should this Settlement not be approved or be terminated, this stipulation shall be null  
19 and void and shall not be admissible, in this or any other action, for any purpose whatsoever.

20 40. The Class Representative and Class Counsel will fairly and adequately protect the  
21 interests of the Settlement Class; should this Settlement not be approved or be terminated, this  
22 stipulation shall be null and void and shall not be admissible, in this or any other action, for any purpose  
23 whatsoever.

24 41. The prosecution of separate actions by individual members of the Settlement Class would  
25 create the risk of inconsistent or varying adjudications, which would establish incompatible standards  
26 of conduct; should this Settlement not be approved or be terminated, this stipulation shall be null and  
27 void and shall not be admissible, in this or any other action, for any purpose whatsoever.

28 ///



1 42. With respect to the Settlement Class, the Class Representative believes that questions of  
2 law and fact common to the members of the Settlement Class predominate over any questions affecting  
3 any individual member in such Class, and a class action is superior to other available means for the fair  
4 and efficient adjudication of the controversy; should this Settlement not be approved or be terminated,  
5 this stipulation shall be null and void and shall not be admissible, in this or any other action, for any  
6 purpose whatsoever.

7 **TERMS OF AGREEMENT**

8 NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set  
9 forth herein, the Parties agree, subject to the Court’s approval, as follows:

10 43. Funding of the Maximum Settlement Amount. Within seven (7) business days after the  
11 Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts  
12 to be paid by Hilton pursuant to the terms of the Settlement. Within twenty (20) days after the Settlement  
13 Administrator provides the Parties with the accounting of amounts to be paid, Hilton will make a one-  
14 time deposit of Five Million Five Hundred Eighty-Five Thousand Dollars and Zero Cents  
15 (\$5,585,000.00) for payment of all Court approved amounts from the Maximum Settlement Amount  
16 and an amount sufficient to pay employer’s share of payroll taxes on the wage portion of the Individual  
17 Settlement Payments into a Qualified Settlement Account to be established by the Settlement  
18 Administrator. Within fourteen (14) business days of the funding of the Settlement, the Settlement  
19 Administrator will issue payments to (a) Participating Class Members; (b) the Labor and Workforce  
20 Development Agency; (c) Plaintiffs; and (d) Class Counsel. The Settlement Administrator will also  
21 issue a payment to itself for Court-approved services performed in connection with the settlement.

22 44. Attorneys’ Fees and Costs. Defendants agree not to oppose or impede any application or  
23 motion by Class Counsel for Attorneys’ Fees and Costs of up to One Million Eight Hundred Sixty-One  
24 Thousand Six Hundred Sixty-Six Dollars and Zero Cents (\$1,861,666.00) in Attorneys’ Fees, plus the  
25 reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement  
26 of the Action per Class Counsel’s billing statements up to Forty Thousand Dollars and Zero Cents  
27 (\$40,000.00), both of which will be paid from the Maximum Settlement Amount.

28 ///

1           45.    Class and Representative Enhancement Payments and General Release. In exchange for  
2 a general release, and in recognition of their effort and work in prosecuting the Action on behalf of Class  
3 Members and negotiating the Settlement, Defendants agree not to oppose or impede any application or  
4 motion for Class and PAGA Representative Enhancement Payments of up to a total of Twenty-Six  
5 Thousand Seven Hundred Dollars and Zero Cents (\$26,700.00) to the Class Representative and PAGA  
6 Representatives, with up to Eight Thousand Nine Hundred Dollars and Zero Cents (\$8,900.00) each to  
7 Plaintiffs Jose Hernandez, Carlos Hernandez, and Miguel Hernandez, subject to the Court’s approval.  
8 The Class and PAGA Representative Enhancement Payments, which will be paid from the Maximum  
9 Settlement Amount, will be in addition to Plaintiffs’ Individual Settlement Payment paid pursuant to  
10 the Settlement. In light of their requested Class Representative Enhancement Payments, which  
11 Defendants agree not to oppose, Plaintiffs each agree to a general release of all claims, including a  
12 waiver of California Civil Code § 1542, in addition to the Released Claims described above, against  
13 Defendants for this payment. The Settlement Administrator will issue IRS Forms 1099 for the Class  
14 and PAGA Representative Enhancement Payments to Plaintiffs, and Plaintiffs shall be solely and legally  
15 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on  
16 the amount received. Plaintiffs each agree to indemnify and hold Defendants harmless from any claim  
17 or liability for taxes, penalties, or interest arising as a result of their respective Class and PAGA  
18 Representative Enhancement Payments. Should the Court reduce the Class and PAGA Representative  
19 Enhancement Payments, any such reduction shall revert to the Net Settlement distributed to  
20 Participating Class Members.

21           46.    Plaintiffs’ Released Claims: In partial consideration for the Class and PAGA  
22 Representative Enhancement Payments and other benefits under this Settlement, Plaintiffs provide the  
23 following additional releases: as of the Effective Date and Defendants’ full funding of the Settlement,  
24 Plaintiffs shall fully, finally, and forever release and discharge each and every one of the Released  
25 Parties from all claims, demands, rights, liabilities, and causes of action of every nature and description  
26 whatsoever, whether known or unknown, whether sounding in tort, in contract, in law, in equity or  
27 otherwise, and including but not limited to all claims for violation of any local, state, or federal statute,  
28 rule, or regulation, which plaintiff now has, owns, or holds, or claims to have, own, or hold, or which

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1 they ever had, owned or held, whether known or unknown, suspected or unsuspected, at any time prior  
2 to the date they execute this Settlement (collectively "Plaintiffs' Released Claims"). Plaintiffs' Released  
3 Claims include, without limitation, any claims under Title VII of the Civil Rights Act of 1964, any  
4 claims for fraud, promises without the intent to perform, intentional or negligent misrepresentation,  
5 breach of contract, breach of the implied covenant of good faith and fair dealing, wrongful termination  
6 in violation of public policy, retaliatory discharge, violations of the California Labor Code, violations  
7 of the Fair Labor Standards Act, accounting, intentional or negligent infliction of emotional distress,  
8 violations of California Business and Professions Code section 17200 *et seq.*, or violations of the  
9 California Fair Employment and Housing Act.

10 With respect to Plaintiffs' Released Claims, Plaintiffs stipulate and agree that, upon the Effective  
11 Date and Hilton's full funding of the Settlement, they shall be deemed to have expressly waived and  
12 relinquished to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of  
13 the California Civil Code or any other similar provision under federal, state, or local law. Section 1542  
14 provides:

15 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT**  
16 **THE CREDITOR OR RELEASING PARTY DOES NOT KNOW**  
17 **OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME**  
18 **OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY**  
19 **HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS**  
**OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED**  
**PARTY.**

20 Plaintiffs may hereafter discover facts in addition to or different from those which they now  
21 know or believe to be true with respect to the subject matter of Plaintiffs' Released Claims, but  
22 Plaintiffs, upon the Effective Date and Hilton's full funding of the Settlement, shall be deemed to have  
23 fully, finally, and forever settled and released any and all of Plaintiffs' Released Claims, known or  
24 unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden,  
25 which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming  
26 into existence in the future, including, without limitation, conduct which is negligent, intentional, with  
27 or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or  
28 existence of such different or additional facts.

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1           47.    Settlement Administration Costs. The Settlement Administrator will be paid for the  
2 reasonable costs of administration of the Settlement and distribution of payments from the Maximum  
3 Settlement Amount, which is currently estimated to be Twenty-Three Thousand Dollars and No Cents  
4 (\$23,000.00). These costs, which will be paid from the Maximum Settlement Amount, will include, *inter*  
5 *alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 IRS Forms,  
6 distributing the Notice Packet in English and Spanish, calculating and distributing the Maximum  
7 Settlement Amount and Attorneys’ Fees and Costs, and providing necessary reports and declarations.

8           48.    Labor and Workforce Development Agency Payment. Subject to Court approval, the  
9 Parties have agreed to pay to the Labor and Workforce Development Agency Payment as set forth in  
10 Paragraph 14 herein.

11           49.    Net Settlement Amount. The Net Banquet Settlement Amount and Net Non-Banquet  
12 Settlement Amount will be used to satisfy Individual Settlement Payments to Participating Class  
13 Members from the Settlement Class in accordance with the terms of this Agreement.

14           50.    Acknowledgement of Potential Administration Cost Increases. The Parties hereby  
15 acknowledge that Settlement Administration Costs may increase above the current estimate of  
16 \$23,000.00 and that any such additional Settlement Administration Costs will be taken out of the  
17 Maximum Settlement Amount. Any portion of the estimated or designated Settlement Administration  
18 Costs which are not in fact required to fulfill the total Settlement Administration Costs become part of  
19 the Net Settlement Amount.

20           51.    Individual Settlement Payment Calculations. Individual Settlement Payments will be  
21 calculated and apportioned from the Net Banquet Settlement Amount and Net Non-Banquet Settlement  
22 Amount based on the number of Shifts a Participating Banquet Class Member and Participating Non-  
23 Banquet Class Member worked during the Class Period. Specific calculations of Individual Settlement  
24 Payments will be made as follows:

25           a.       Defendants’ shift counts data will be presumed to be correct, unless a particular  
26 Class Member proves otherwise to the Settlement Administrator by credible written evidence. All shift  
27 count disputes will be resolved and decided by the Settlement Administrator in consultation with Class  
28 Counsel and counsel for Defendants. The Settlement Administrator’s decision on all shift count disputes



1 will be final and non-appealable.

2 b. To determine each Non-Banquet Class Member’s “Individual Settlement  
3 Payment” the Settlement Administrator will use the following formula: Individual Settlement Payment  
4 = (Net Non-Banquet Settlement Amount ÷ Total Non-Banquet Shifts during the Class Period) x  
5 individual Shifts for each individual Participating Non-Banquet Class Member during the Class Period.

6 c. To determine each Banquet Class Member’s “Individual Settlement Payment” the  
7 Settlement Administrator will use the following formula: Individual Settlement Payment = (Net Banquet  
8 Settlement Amount ÷ Total Banquet Shifts during the Class Period) x individual Shifts for each  
9 individual Participating Banquet Class Member during the Class Period.

10 d. To determine each Non-Banquet PAGA Member’s “Individual PAGA Payment”  
11 the Settlement Administrator will use the following formula: Individual PAGA Payment = (Non-  
12 Banquet PAGA Settlement Amount ÷ Total Non-Banquet Shifts during the PAGA Period) x individual  
13 Shifts for each individual Participating Non-Banquet PAGA Member during the PAGA Period.

14 e. To determine each Banquet PAGA Member’s “Individual PAGA Payment” the  
15 Settlement Administrator will use the following formula: Individual PAGA Payment = (Banquet PAGA  
16 Settlement Amount ÷ Total Banquet Shifts during the PAGA Period) x individual Shifts for each  
17 individual Participating Banquet PAGA Member during the PAGA Period.

18 52. Settlement Awards Do Not Trigger Additional Benefits. All settlement awards to Class  
19 Members shall be deemed to be paid to such Class Members solely in the year in which such payments  
20 actually are received by the Class Members. It is expressly understood and agreed that the receipt of  
21 such individual settlement awards will not entitle any Class Member to additional compensation or  
22 benefits under any of Released Parties’ bonus, commission or other compensation or benefit plan or  
23 agreement in place during the period covered by the Settlement, including but not limited to any  
24 collective bargaining agreement or related benefit agreement, nor will it entitle any Class Member to  
25 any increased retirement fund, 401K benefits or matching benefits, benefit plan, or deferred  
26 compensation benefits. It is the intent of this Settlement that the individual settlement awards provided  
27 for in this Settlement are the sole payments to be made by Hilton to the Class Members, and that the  
28 Class Members are not entitled to any new or additional compensation or benefits as a result of having



1 received the individual settlement awards (notwithstanding any contrary language or agreement in any  
2 benefit or compensation plan document that might have been in effect during the period covered by this  
3 Settlement).

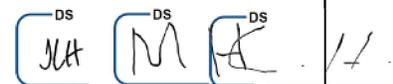
4 53. Settlement Administration Process. The Parties agree to cooperate in the administration  
5 of the settlement and to make all reasonable efforts to control and minimize the costs and expenses  
6 incurred in administration of the Settlement.

7 54. Delivery of the Class List. Within forty-five (45) calendar days of Preliminary Approval,  
8 Hilton will provide the Class List to the Settlement Administrator.

9 55. Notice by First-Class U.S. Mail. Within thirty (30) calendar days of receipt of the Class  
10 List, the Settlement Administrator will mail a Notice Packet to all Class Members in both English and  
11 Spanish, via regular First-Class U.S. Mail, using the most current, known mailing addresses identified  
12 in the Class List.

13 56. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement  
14 Administrator will perform a search based on the National Change of Address Database for information  
15 to update and correct for any known or identifiable address changes. Any Notice Packets returned to  
16 the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent  
17 promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement  
18 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address  
19 is provided, the Settlement Administrator will promptly attempt to determine the correct address using  
20 a skip-trace, or other search using the name, address and/or Social Security number of the Class Member  
21 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed  
22 Notice Packet, whether by skip-trace or by request, will have between the later of (a) an additional  
23 fifteen (15) calendar days or (b) the Response Deadline to fax or postmark a Request for Exclusion, or  
24 submit an objection to the Settlement.

25 57. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet  
26 will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's  
27 principal terms; (c) the Class definition; (d) each Class Member's estimated Individual Settlement  
28 Payment and the formula for calculating Individual Settlement Payments; (e) the dates which comprise

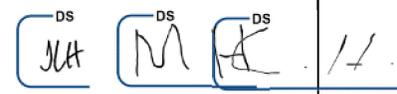


1 the Class Period; (f) instructions on how to submit valid Requests for Exclusion or objections; (g) the  
2 deadlines by which the Class Member must fax or postmark Requests for Exclusions or submit  
3 objections to the Settlement; (h) the claims to be released, as set forth herein; and (i) the date for the  
4 Final Approval Hearing.

5 58. Disputed Information on Notice Packets. Class Members will have an opportunity to  
6 dispute the information provided in their Notice Packets. To the extent Class Members dispute the  
7 number of shifts he/she worked during the Class Period, or the amount of their Individual Settlement  
8 Payment, Class Members may produce evidence to the Settlement Administrator showing that such  
9 information is inaccurate in writing by the Response Deadline. The dispute must also include the Class  
10 Member's name, address, social security number, and signature, and supporting documents, if any.  
11 Absent evidence rebutting Defendants' records, Defendants' records will be presumed determinative.  
12 However, if a Class Member produces evidence to the contrary, the Settlement Administrator will  
13 evaluate the evidence submitted by the Class Member in consultation with Class Counsel and counsel  
14 for Defendants and will make the final decision as to the Individual Settlement Payment to which the  
15 Class Member may be entitled.

16 59. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the  
17 Settlement Agreement must sign and postmark a written Request for Exclusion to the Settlement  
18 Administrator within the Response Deadline. The date of the postmark on the return mailing envelope  
19 will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.  
20 All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly  
21 to Class Counsel and Defendants' Counsel the Requests for Exclusion that were timely submitted. Any  
22 Class Member who submits a Request for Exclusion shall be prohibited from objecting to the Settlement  
23 Agreement. The Parties agree that there is no right for any Class Member to opt out or otherwise exclude  
24 himself or herself from the Settlement of the PAGA claims in the Action.

25 60. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member  
26 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid  
27 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released  
28 Claims as well as any Judgment that may be entered by the Court if it grants final approval to the

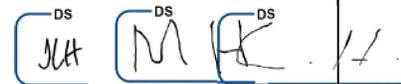


1 Settlement. The Settlement terms bind all PAGA Members.

2 61. Objection Procedures. To object to the Settlement Agreement, a Class Member shall  
3 submit a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline.  
4 The Settlement Administrator shall serve all objections as received on Class Counsel and Defendants'  
5 Counsel, as well as file all such objections with the Court. The Notice of Objection shall be signed by  
6 the Class Member and contain all information required by this Settlement Agreement. The postmark  
7 date of submission to the Settlement Administrator will be deemed the exclusive means for determining  
8 that the Notice of Objection is timely. At no time will any of the Parties or their counsel seek to solicit  
9 or otherwise encourage Class Members to object to the Settlement Agreement or appeal from the Order  
10 and Judgment. Class Counsel will not represent any Class Members with respect to any such objections  
11 to this Settlement. The Parties agree that there is no right for any Class Member to object to the  
12 Settlement of the PAGA claims in the Action.

13 62. Certification Reports Regarding Individual Settlement Payment Calculations. The  
14 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report which  
15 certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion; and (b)  
16 whether any Class Member has submitted a challenge to any information contained in their Notice  
17 Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated  
18 reports regarding the administration of the Settlement Agreement as needed or requested.

19 63. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator to  
20 Participating Class Members will expire 180 calendar days from the date the check was issued. Upon  
21 the expiration of 180 calendar days, uncashed settlement award checks will not be re-issued, except for  
22 good cause and as mutually agreed upon by the Parties in writing. All uncashed checks will not be  
23 reissued and will be distributed to the Controller of the State of California to be held pursuant to the  
24 Unclaimed Property Law, California Civil Code §§ 1500 et seq., for the benefit of those Settlement  
25 Class Members and PAGA Members who did not cash their checks until such time that they claim their  
26 property. The Parties agree that this disposition results in no "unpaid residue" under California Civil  
27 Procedure Code § 384, as Settlement Awards will be paid out to Settlement Class Members and PAGA  
28 Members, whether or not they cash their Settlement Checks, and that Defendant will not be required to



1 pay interest on said amount..

2 64. Certification of Completion. Upon completion of administration of the Settlement, the  
3 Settlement Administrator will provide a written declaration under oath to certify such completion to the  
4 Court and counsel for all Parties.

5 65. Administration Costs if Settlement Fails. If the Settlement is voided or rejected by the  
6 Court, any costs incurred by the Settlement Administrator will be paid equally by the Parties (half by  
7 Defendants and half by Class Counsel), unless otherwise specified in this Agreement.

8 66. Treatment of Individual Settlement Payments. All Individual Settlement Payments will  
9 be allocated as follows: of each Individual Settlement Payment 25% will be allocated as alleged unpaid  
10 wages, 37.5% will be allocated as alleged unpaid interest, and the remaining 37.5% will be allocated as  
11 alleged unpaid civil penalties. The 25% of each Individual Settlement Payment allocated as wages will  
12 be reported on an IRS Form W-2 by the Settlement Administrator. The remaining 75% of each  
13 Individual Settlement Payment allocated as interest and penalties will be reported on an IRS Form 1099  
14 by the Settlement Administrator. All Individual PAGA Settlement Payments shall be allocated as  
15 alleged unpaid civil penalties and reported on an IRS Form 1099 by the Settlement Administrator.

16 67. Administration of Taxes by the Settlement Administrator. The Settlement Administrator  
17 will be responsible for issuing to Plaintiffs, Participating Class Members, and Class Counsel any W-2,  
18 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement.  
19 Within seven (7) business days after the Effective Date, the Settlement Administrator will provide the  
20 Parties with an accounting of the amounts to be paid by Hilton pursuant to the terms of the Settlement,  
21 including the amount of the employer contribution for payroll taxes. The Settlement Administrator will  
22 also be responsible for timely forwarding all payroll taxes and penalties to the appropriate government  
23 authorities.

24 68. Tax Liability. Defendants make no representation as to the tax treatment or legal effect  
25 of the payments called for hereunder, and Plaintiffs, Participating Class Members, the PAGA Aggrieved  
26 Employees, and Class Counsel are not relying on any statement, representation, or calculation by  
27 Defendant or by the Settlement Administrator in this regard. Plaintiffs, Participating Class Members,  
28 the PAGA Aggrieved Employees, and Class Counsel understand and agree that they will be solely



1 responsible for the payment of any taxes and penalties assessed on the payments described herein and  
2 will defend, indemnify, and hold Defendants free and harmless from and against any claims resulting  
3 from treatment of such payments as non-taxable damages.

4 69. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES  
5 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS  
6 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)  
7 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO  
8 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR  
9 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY  
10 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE  
11 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY  
12 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE  
13 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN,  
14 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN  
15 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT  
16 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR  
17 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY  
18 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER  
19 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
20 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY  
21 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH  
22 ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH  
23 LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING  
24 PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION,  
25 INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

26 70. No Prior Assignments. The Plaintiffs and their counsel represent, covenant, and warrant  
27 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
28 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause



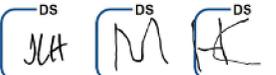
1 of action or right herein released and discharged.

2 71. Release of Class Claims. Upon the Effective Date and Defendants’ full funding of the  
3 Settlement, Plaintiffs and all Participating Class Members will be deemed to have fully, finally and  
4 forever released, settled, compromised, relinquished, and discharged with respect to all of the Released  
5 Parties any and all Released Class Claims during the Class Period.

6 72. Release of PAGA Claims. Upon the Effective Date and Defendants’ full funding of the  
7 Settlement, Plaintiffs, the State of California (including the LWDA), and all PAGA Aggrieved  
8 Employees will be deemed to have fully, finally and forever released, settled, compromised,  
9 relinquished, and discharged with respect to all of the Released Parties any and all Released PAGA  
10 Claims during the PAGA Period. The Parties agree that there is no right for any Class Member to opt  
11 out or otherwise exclude himself or herself from the Settlement of the PAGA claims in the Action.  
12 PAGA Aggrieved Employees will release the Released PAGA Claims even if they exclude themselves  
13 from the Class.

14 73. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this  
15 Settlement Agreement to the Court in support of Plaintiffs’ Motion for Preliminary Approval and  
16 determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution  
17 of this Settlement Agreement, the Parties shall apply to the Court for the entry of an order:

- 18 a. Scheduling a fairness hearing on the question of whether the proposed settlement,  
19 including but not limited to, payment of attorneys’ fees and costs, and the Class Representatives’  
20 Enhancement Payments, should be finally approved as fair, reasonable and adequate as to the members of  
21 the Settlement Class;
- 22 b. Certifying the Settlement Class;
- 23 c. Approving, as to form and content, the proposed Notice;
- 24 d. Approving the manner and method for Class Members to request exclusion from  
25 the Settlement as contained herein and within the Notice;
- 26 e. Directing the mailing of the Notice, by first class mail to the Class Members;
- 27 f. Preliminarily approving the Settlement subject only to the objections of Class  
28 Members and final review by the Court; and

 14

1 g. Enjoining Plaintiffs and all Class Members from filing or prosecuting any claims,  
2 suits or administrative proceedings (including filing claims with the California Division of Labor  
3 Standards Enforcement and the Labor and Workforce Development Agency) regarding the Released  
4 Claims unless and until such Class Members have filed valid Requests for Exclusion with the Settlement  
5 Administrator.

6 74. Duties of the Parties Following Final Court Approval. Following final approval by the  
7 Court of the Settlement provided for in this Settlement Agreement, Class Counsel will submit a proposed  
8 final order of approval and judgment:

9 (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and  
10 adequate, and directing consummation of its terms and provisions;

11 (b) Approving Class Counsel’s application for an award of attorneys’ fees and costs;

12 (c) Approving the Class and PAGA Representative Enhancement Payments to the  
13 Class Representatives;

14 (d) Approving the Settlement Administration Costs of the Settlement Administrator;  
15 and

16 (e) Entering judgment in this Action barring and enjoining all members of the  
17 Settlement Class from prosecuting against any of the Released Parties, any individual or class, collective  
18 or representative claims released herein, upon satisfaction of all payments and obligations hereunder.

19 75. Escalator Clause and Rescission of Settlement Agreement by Plaintiffs.

20 (a) Defendants represent that the number of shifts worked by Banquet Class Members  
21 was approximately 73,599 during the Class Period.

22 (b) Defendants represent that the number of shifts worked by Non-Banquet Class  
23 Members was approximately 639,991 during the Class Period.

24 (c) If it is determined from the Class List that the total number of shifts worked by all Class Members  
25 has increased by more than five percent (5%) during the Class Period (i.e., by more than 35,679 shifts),  
26 then Plaintiffs may, at their option, rescind and void the Settlement and/or re-negotiate the Maximum  
27 Settlement Amount and all actions taken in furtherance of it will thereby be null and void. Plaintiffs  
28 must exercise this right of rescission, in writing, to Defendants’ Counsel within twenty-one (21)



1 calendar days after notice of the number of shifts determined from the Class List.

2 ///

3 ///

4 76. Rescission of Settlement Agreement by Defendants. If Class Members comprising more  
5 than three percent (3%) of the total shifts worked by Class Members during the Class Period opt-out of  
6 the Settlement by submitting Request for Exclusion forms, Defendants may, at their option, rescind and  
7 void the Settlement and all actions taken in furtherance of it will thereby be null and void. Defendants  
8 must exercise this right of rescission, in writing, to Class Counsel within twenty-one (21) calendar days  
9 after the Settlement Administrator notifies the Parties of the total number of Requests for Exclusion  
10 received by the Response Deadline and total number of shifts associated with such Requests for  
11 Exclusion. If the option to rescind is exercised by Defendants, Defendants shall be solely responsible  
12 for all costs of the Settlement Administrator accrued to that point.

13 77. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally  
14 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other  
15 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null  
16 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will  
17 likewise be treated as void from the beginning.

18 78. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to  
19 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval  
20 Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b)  
21 Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final  
22 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice  
23 Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval  
24 hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this Settlement,  
25 and will include the proposed FAC, attached as Exhibit A, and the proposed Notice Packet; i.e., the  
26 proposed Notice of Class Action Settlement document, attached as Exhibit B. Class Counsel will be  
27 responsible for drafting all documents necessary to obtain preliminary approval. Defendants agree not  
28 to oppose the Motion for Preliminary Approval.

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1           79.    Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the  
2 deadlines to Requests for Exclusion, or objections to the Settlement Agreement, and with the Court’s  
3 permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final  
4 Approval of the Settlement Agreement along with the amounts properly payable for (a) Individual  
5 Settlement Payments and Individual PAGA Payments; (b) the Labor and Workforce Development  
6 Agency Payment; (c) the Attorneys’ Fees and Costs; (d) the Class Representative Enhancement  
7 Payments; and (e) all Settlement Administration Costs. The Final Approval/Settlement Fairness  
8 Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class  
9 Counsel will be responsible for drafting all documents necessary to obtain final approval, including  
10 responding to any objections and appeals arising therefrom. Class Counsel will also be responsible for  
11 drafting the attorneys’ fees and costs application to be heard at the final approval hearing.

12           80.    Termination of Settlement. Subject to the obligation(s) of cooperation set forth herein,  
13 either Party may terminate this Settlement if the Court declines to enter the Preliminary Approval Order,  
14 the Final Approval Order or final judgment in substantially the form submitted by the Parties, or the  
15 Settlement Agreement as agreed does not become final because of appellate court action. The  
16 Terminating Party shall give to the other Party (through its counsel) written notice of its decision to  
17 terminate pursuant to this Paragraph no later than ten (10) business days after receiving notice that one  
18 of the enumerated events has occurred. Termination shall have the following effects:

19           a.       The Settlement Agreement shall be terminated and shall have no force or effect,  
20 and no Party shall be bound by any of its terms;

21           b.       In the event the Settlement is terminated, Defendants shall have no obligation to  
22 make any payments to any Party, Class Member or Class Counsel, except that the Terminating Party shall  
23 pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is  
24 notified that the settlement has been terminated;

25           c.       The Preliminary Approval Order, Final Approval Order and Judgment, including  
26 any order of class certification, shall be vacated;

27           d.       The Settlement Agreement and all negotiations, statements and proceedings  
28 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored

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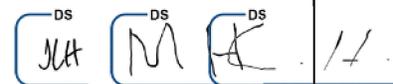

1 to their respective positions in the Action prior to the settlement;

2 e. Neither this Stipulated Settlement, nor any ancillary documents, actions, statements  
3 or filings in furtherance of settlement (including all matters associated with the mediation) shall be  
4 admissible or offered into evidence in the Action or any other action for any purpose whatsoever.

5 81. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court  
6 or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment pursuant  
7 to California Code of Civil Procedure section 664.6 to the Court for its approval. After entry of the  
8 Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the  
9 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters,  
10 and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this  
11 Agreement.

12 82. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set  
13 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.  
14 Any Exhibits to this Agreement are an integral part of the Settlement.

15 83. Confidentiality. The Parties and their counsel agree that they will not issue any media or  
16 press releases, initiate any contact with the media or press, respond to any media or press inquiry, or  
17 have any communication with the media or press about the fact, amount, or terms of the Settlement. In  
18 addition, the Parties and their counsel agree that they will not engage in any advertising or distribute  
19 any marketing materials relating to the Settlement of this case. Class Counsel may refer to the  
20 settlement in adequacy of counsel declarations, and following Preliminary Approval, may state on their  
21 websites that they settled a wage and hour class action in the Superior Court and generally describe the  
22 claims at issue, provided that they describe Defendants only as a "Defendant Employer." Plaintiffs and  
23 Class Counsel will not make any public disclosure of the Settlement or the Confidential Memorandum  
24 of Understanding through the filing of a motion for preliminary approval with the Court. Class Counsel  
25 will take all steps necessary to ensure Plaintiffs are aware of, and will instruct Plaintiffs to adhere to,  
26 the restrictions set forth in this paragraph. Any communication about the Settlement to Class Members  
27 prior to the Court-approved mailing will be limited to a statement that a settlement has been reached  
28 and the details will be communicated in a forthcoming Court-approved notice. Nothing set forth herein,



1 however, shall prohibit the Parties from providing this Agreement to the Court in connection with the  
2 Parties' efforts to seek the Court's approval of this Settlement. Neither Plaintiffs nor Class Counsel  
3 shall hold a press conference or otherwise seek to affirmatively contact the media about the Settlement.  
4 Plaintiffs and Class Counsel agree not to disparage or otherwise take any action which could reasonably  
5 be expected to adversely affect the personal or professional reputation of Defendant or the Settlement.

6 84. Other Lawsuits. To the fullest extent permissible under applicable law, and solely for  
7 the purposes of this Settlement Agreement and not for any other purpose, counsel for Plaintiffs represent  
8 and warrant on behalf of themselves and all others acting on their behalf, that they: (i) have not been  
9 retained by any other individuals with claims against Defendants (other than those of which Defendants  
10 and/or its counsel have been advised); (ii) have not been informed by any other plaintiff, class member,  
11 or attorney of any intended claims against Defendants including, but not limited to, any claim based on  
12 the subject matter of the Class Action, PAGA Action, or the FACs; and (iii) do not currently intend to  
13 bring any other claim against Defendants. Nothing in the foregoing is intended to limit or restrict  
14 Plaintiffs' counsel's ability to practice law, or to otherwise violate California Rules of Professional  
15 Conduct, Rule 1-500. To the extent any portion of this paragraph is found to violate Rule 1-500, or any  
16 other Rule of Professional Conduct, such offending language will be deemed stricken and will be treated  
17 as if it is of no force and effect.

18 85. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the  
19 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements  
20 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code section  
21 1625 and California Code of Civil Procedure section 1856(a), which provide that a written agreement  
22 is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence,  
23 and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or  
24 contradict the terms of this Agreement.

25 86. Amendment or Modification. This Settlement Agreement may be amended or modified  
26 only by a written instrument signed by the Parties and counsel for the Parties or their successors-in-  
27 interest.

28 87. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and



1 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
2 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
3 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
4 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with  
5 each other and use their best efforts to effect the implementation of the Settlement. If the Parties are  
6 unable to reach agreement on the form or content of any document needed to implement the Settlement,  
7 or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement,  
8 the Parties may seek the assistance of the Court to resolve such disagreement.

9 88. Signatories. It is agreed that because the members of the Class are so numerous, it is  
10 impossible or impractical to have each member of the Class execute this Settlement Agreement. The  
11 Notice, attached hereto as Exhibit B, will advise all Class Members of the binding nature of the release,  
12 and the release shall have the same force and effect as if this Settlement Agreement were executed by  
13 each member of the Class.

14 89. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,  
15 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

16 90. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto  
17 will be governed by and interpreted according to the laws of the State of California.

18 91. Execution and Counterparts. This Settlement Agreement is subject only to the execution  
19 of all Parties. However, the Agreement may be executed in one or more counterparts. All executed  
20 counterparts and each of them, including facsimile and scanned copies of the signature page, will be  
21 deemed to be one and the same instrument provided that counsel for the Parties will exchange among  
22 themselves original signed counterparts.

23 92. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
24 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at  
25 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into  
26 account all relevant factors, present and potential. The Parties further acknowledge that they are each  
27 represented by competent counsel and that they have had an opportunity to consult with their counsel  
28 regarding the fairness and reasonableness of this Agreement.

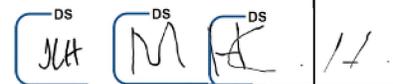
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1           93.    Invalidity of Any Provision.    Before declaring any provision of this Settlement  
2 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
3 possible consistent with applicable precedents so as to define all provisions of this Settlement  
4 Agreement valid and enforceable.

5           94.    Plaintiffs’ Waiver of Right to Be Excluded and Object.    Plaintiffs agree to sign this  
6 Settlement Agreement and, by signing this Settlement Agreement, are hereby bound by the terms herein.  
7 For good and valuable consideration, Plaintiffs further agree that they will not request to be excluded  
8 from the Settlement Agreement, nor object to any terms herein. Any such request for exclusion or  
9 objection by Plaintiffs will be void and of no force or effect. Any efforts by Plaintiffs to circumvent the  
10 terms of this paragraph will be void and of no force or effect.

11           95.    Waiver of Certain Appeals.    The Parties agree to waive appeals and to stipulate to class  
12 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may  
13 appeal any reduction in the Attorneys’ Fees and Costs below the amount requested from the Court, and  
14 either Party may terminate this Settlement or appeal any Court order which is not in substantially the  
15 form submitted by the Parties.

16           96.    Non-Admission of Liability.    The Parties enter into this Agreement to resolve the dispute  
17 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In  
18 entering into this Agreement, Defendants do not admit, and specifically deny, they have violated any  
19 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute  
20 or any other applicable laws, regulations or legal requirements; breached any contract; violated or  
21 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful  
22 conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor  
23 any of the negotiations connected with it, shall be construed as an admission or concession by  
24 Defendants of any such violations or failures to comply with any applicable law. Except as necessary  
25 in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions  
26 shall not be offered or received as evidence in any action or proceeding to establish any liability or any  
27 wrongful conduct or admission on the part of Defendants or to establish the existence of any condition  
28 constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.



1 Nothing in this Agreement or the settlement of the claims released by it shall in any way limit, restrict,  
2 or modify the Defendants' rights to pursue indemnity, reimbursement, or insurance for any payments,  
3 costs, expenses, or obligations from any other entities or third parties, and the Defendants expressly  
4 reserve all such rights.

5 97. Captions. The captions and section numbers in this Agreement are inserted for the  
6 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
7 provisions of this Agreement.

8 98. Waiver. No waiver of any condition or covenant contained in this Agreement or failure  
9 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a  
10 further waiver by such party of the same or any other condition, covenant, right or remedy.

11 99. Enforcement Actions. In the event that one or more of the Parties institute any legal  
12 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement  
13 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be  
14 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including  
15 expert witness fees incurred in connection with any enforcement actions.

16 100. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
17 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against  
18 one party than another merely by virtue of the fact that it may have been prepared by counsel for one of  
19 the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all  
20 Parties have contributed to the preparation of this Agreement.

21 101. Representation By Counsel. The Parties acknowledge that they have been represented  
22 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this  
23 Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further,  
24 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

25 102. All Terms Subject to Final Court Approval. All amounts and procedures described in  
26 this Settlement Agreement herein will be subject to final Court approval.

27 103. Notices. Unless otherwise specifically provided herein, all notices, demands or other  
28 communications given hereunder shall be in writing and shall be deemed to have been duly given as of



1 the third business day after mailing by United States registered or certified mail, return receipt requested,  
2 addressed as follows:

3 ///

4 **To Plaintiffs and the Settlement Class:**

5 Joseph Lavi, Esq.  
6 Vincent C. Granberry, Esq.  
7 Melissa A. Huether, Esq.  
8 **LAVI & EBRAHIMIAN, LLP**  
8889 West Olympic Boulevard, Suite 200  
Beverly Hills, CA 90211

9 **To Defendants:**

10 Robert D. Vogel (SBN 063091)  
11 Cynthia L. Filla (SBN 184638)  
12 Connie L. Chen (SBN 275649)  
13 **JACKSON LEWIS P.C.**  
725 South Figueroa Street, Suite 2500  
Los Angeles, California 90017-5408

14 104. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good  
15 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this  
16 Settlement Agreement.

17 105. Integration Clause. This Settlement Agreement contains the entire agreement between  
18 the Parties relating to the settlement and transaction contemplated hereby, and all prior or  
19 contemporaneous agreements, understandings, representations, and statements, whether oral or written  
20 and whether by a party or such party's legal counsel, relating to the settlement are merged herein. No  
21 rights hereunder may be waived except in writing.

22 106. Binding Agreement. The Parties warrant that they understand and have full authority to  
23 enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding  
24 on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce  
25 its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under  
26 federal or state law.

27 ///

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4 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this  
5 Joint Stipulation of Settlement and Release Between the Parties as of the date(s) set forth below:

6 **SIGNATURES**

7 **READ CAREFULLY BEFORE SIGNING**

8 **PLAINTIFFS:**

9  
10 Dated: March 3, 2023

DocuSigned by:  
*Jose L. Hernandez*  
0147D78A6511492...

11 Jose Hernandez

12 Dated: March 3, 2023

DocuSigned by:  
*Carlos Hernandez*  
59671BDADDB34FE...

13 Carlos Hernandez

14 Dated: marzo 3, 2023

DocuSigned by:  
*Miguel Hernandez*  
2E63DD3F14EC4B1...

15 Miguel Hernandez

16 **DEFENDANT: Hilton Management LLC**

17 Dated: \_\_\_\_\_

18 \_\_\_\_\_  
19 \_\_\_\_\_  
20 Please Print Name of Authorized Signatory

21 **DEFENDANT: Hilton Hotel Employer LLC**

22 Dated: \_\_\_\_\_

23 \_\_\_\_\_  
24 \_\_\_\_\_  
25 Please Print Name of Authorized Signatory

26 **LAVI & EBRAHIMIAN, LLP**

27 Dated: March 3, 2023

DocuSigned by:  
*Joseph Lavi*  
871E0169FCF244D...

28 Joseph Lavi

DS DS DS  
*JAH* *M* *AK* 17

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4 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this  
5 Joint Stipulation of Settlement and Release Between the Parties as of the date(s) set forth below:

6 **SIGNATURES**

7 **READ CAREFULLY BEFORE SIGNING**

8 **PLAINTIFFS:**

9

10 Dated: \_\_\_\_\_

\_\_\_\_\_  
Jose Hernandez

11

12 Dated: \_\_\_\_\_

\_\_\_\_\_  
Carlos Hernandez

13

14 Dated: \_\_\_\_\_

\_\_\_\_\_  
Miguel Hernandez

15

16

17 **DEFENDANT: Hilton Management LLC**

17

18 Dated: 3/7/2023

\_\_\_\_\_  
*Owen Wilcox*

19

owen wilcox

20

\_\_\_\_\_  
Please Print Name of Authorized Signatory

21

22 **DEFENDANT: Hilton Hotel Employer LLC**

22

23 Dated: 3/7/2023

\_\_\_\_\_  
*Owen Wilcox*

23

owen wilcox

24

\_\_\_\_\_  
Please Print Name of Authorized Signatory

25

26

27 **LAVI & EBRAHIMIAN, LLP**

27

28 Dated: \_\_\_\_\_

\_\_\_\_\_  
Joseph Lavi

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Vincent Granberry  
Melissa A. Huether  
Attorneys for Plaintiffs Jose Hernandez, Carlos  
Hernandez, and Miguel Hernandez

**JACKSON LEWIS P.C.**

Dated: March 7, 2023

  
\_\_\_\_\_

Robert D. Vogel  
Cynthia L. Filla  
Connie L. Chen  
Attorneys for Defendants Hilton Management LLC;  
Park Hotels & Resorts Inc. (f/k/a Hilton Worldwide, Inc.);  
Hilton Domestic Operating Company Inc; and Hilton  
Hotel Employer LLC

4885-4024-3284, v. 1

 11

# **Exhibit A**

1 Joseph Lavi, Esq. (SBN 209776)  
[jlavi@lelawfirm.com](mailto:jlavi@lelawfirm.com)  
2 Vincent C. Granberry, Esq. (SBN 276483)  
[vgranberry@lelawfirm.com](mailto:vgranberry@lelawfirm.com)  
3 Melissa A. Huether, Esq. (SBN 316604)  
[aburton@lelawfirm.com](mailto:aburton@lelawfirm.com)  
4 **LAVI & EBRAHIMIAN, LLP**  
8889 West Olympic Boulevard, Suite 200  
5 Beverly Hills, CA, 90211  
Telephone: (310) 432-0000  
6 Facsimile: (310) 432-0001

7 Attorneys for PLAINTIFFS JOSE HERNANDEZ,  
CARLOS HERNANDEZ, and MIGUEL HERNANDEZ  
8 on behalf of themselves and others similarly situated.

9  
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

12 JOSE HERNANDEZ on behalf of himself and  
13 others similarly situated.

14 PLAINTIFF,

15 vs.

16  
17 HILTON MANAGEMENT LLC; HILTON  
WORLDWIDE, INC.; HILTON DOMESTIC  
18 OPERATING COMPANY LLC; and DOES 1 to  
100, inclusive,

19  
20 DEFENDANTS.

Case No.: 18STCV10071

Related Case Nos.:

BC720343

BC711591

18STCV09501

18STCV04860

**CLASS ACTION**

[ASSIGNED FOR ALL PURPOSES TO THE  
HON. STUART M. RICE, DEPT. 1]

**PLAINTIFFS JOSE HERNANDEZ,  
CARLOS HERNANDEZ, AND MIGUEL  
HERNANDEZ’S FIRST AMENDED  
COMPLAINT FOR DAMAGES AND  
RESTITUTION FOR:**

1. **FAILURE TO PAY WAGES FOR  
ALL HOURS OF WORK AT THE  
LEGAL MINIMUM WAGE RATE  
IN VIOLATION OF LABOR CODE  
SECTIONS 1194, 1194.2, & 1197  
AND THE WAGE ORDERS;**
2. **FAILURE TO PAY OVERTIME IN  
VIOLATION OF LABOR CODE  
SECTIONS 510, 1194, 1198, AND  
THE WAGE ORDERS;**

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3. **FAILURE TO INCLUDE ALL REMUNERATION WHEN CALCULATING THE OVERTIME RATE OF PAY, IN VIOLATION OF LABOR CODE SECTIONS 510 & 1194 AND THE WAGE ORDERS;**
4. **FAILURE TO PROVIDE ALL LEGALLY REQUIRED AND LEGALLY COMPLIANT MEAL PERIODS IN VIOLATION OF LABOR CODE SECTIONS 226.7, 512, 1198, AND THE WAGE ORDERS**
5. **FAILURE TO PROVIDE ALL LEGALLY REQUIRED AND LEGALLY COMPLIANT REST PERIODS IN VIOLATION OF LABOR CODE SECTIONS 226.7, 1198, AND THE WAGE ORDERS**
6. **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226**
7. **FAILURE TO TIMELY PAY WAGES DUE AT TIME OF SEPARATION OF EMPLOYMENT, IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**
8. **UNFAIR BUSINESS PRACTICES IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200, *et seq.***
9. **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”), LABOR CODE SECTION 2698, *et seq.***

**DEMAND FOR JURY TRIAL**

**NOW COMES** Plaintiffs JOSE HERNANDEZ (“Plaintiff J. HERNANDEZ”), CARLOS HERNANDEZ (“Plaintiff C. HERNANDEZ”), and MIGUEL HERNANDEZ (“Plaintiff M.

1 HERNANDEZ”), who allege and complain against defendants HILTON MANAGEMENT LLC;  
2 HILTON WORLDWIDE, INC.; HILTON DOMESTIC OPERATING COMPANY LLC; and DOES  
3 1 to 50, inclusive, (hereinafter, collectively referred to as “Defendants” or “DEFENDANTS”), and  
4 DOES 51 to 100 as follows:

5 **I. INTRODUCTION**

6 1. This is a wage and hour class action lawsuit on behalf of Plaintiff J. HERNANDEZ  
7 and other current and former non-exempt employees<sup>1</sup> of Defendants in California seeking: unpaid  
8 wages to compensate employees for all hours worked at the minimum wage rate; unpaid overtime for  
9 all overtime worked, wages for workdays Defendants failed to provide all legally required and legally  
10 compliant meal periods; wages for workdays Defendants failed to provide all legally required and  
11 legally compliant rest periods; statutory penalties for failure to provide accurate and complete wage  
12 statements; waiting time penalties in the form of continuation wages for failure to timely pay  
13 employees all wages due upon separation of employment; applicable civil penalties; injunctive relief  
14 and other equitable relief, reasonable attorney’s fees pursuant to Labor Code sections 226(e), 1194,  
15 2699(g)(1), costs, and interest, if applicable, brought on behalf of Plaintiff J. HERNANDEZ and  
16 others similarly situated. This is a representative action pursuant to the Private Attorneys General Act  
17 of 2004 (“PAGA) on behalf of Plaintiffs C. HERNANDEZ and M. HERNANDEZ and other current  
18 and former non-exempt employees of DEFENDANTS in California seeking civil penalties,  
19 reasonable attorney’s fees, costs, and any other applicable relief based on Defendants’ failure to pay  
20 employees for all hours worked at the minimum wage and/or applicable overtime rates of pay; failure  
21 to include all remuneration when calculating the applicable overtime rate of pay; failure to provide  
22 legally compliant meal periods and/or pay meal period premium wages; failure to provide legally  
23 compliant rest breaks and/or pay rest break premium wages

24 **II. JURISDICTION AND VENUE**

25 2. This Court has jurisdiction over Plaintiffs and the Class Members’ claims because

---

26 <sup>1</sup> Except Carlos Hernandez; Edwin Garcia; Wilber Acevedo; Goliat Barrios; David Beenen, Edgar Bermudez; Doroteo Cordoval; Roberto Ceja; Israel  
27 Cruz; Cristobal Hernandez; Miguel Hernandez; Javier Maldonado; Neville Torrez; Bella Martinez; Edgar Ruano; Annatte Saca; Jose Lopez; Roberto  
28 Munoz; Pedro Lugo; Tomas Hernandez; Valente Magallanes; Cashimier Smith; Francisca Torres; Victor Gomez; Hector Navarro; Antonio Vasquez;  
Victor Gomez; Luis Lopez; Charles Prior; Hilda Velasquez; Elia Quezada; Alfredo Ortiz; Roman Leos; David Ceron; Rigoberto Canela; Salatiel  
Martinez; Jose Ortiz and Aurelio Padilla

1 Plaintiffs' lawsuit seeks permanent injunction and damages for himself and the class in excess of  
2 \$25,000 and Defendants employed class members and injuries occurred in California including in  
3 Los Angeles County at Defendants' facilities operated at 9876 Wilshire Blvd., Beverly Hills, CA  
4 90210.

5 **III. PARTIES**

6 3. Plaintiffs bring this action on behalf of themselves and other members of the general  
7 public similarly-situated. The named Plaintiffs and the class and aggrieved employees on whose  
8 behalf this action is filed are current, former and/or future employees of Defendants who worked,  
9 work, or will work for Defendants as non-exempt hourly employees in California within the 4 years  
10 prior to the filing of the initial complaint in this action. At all times mentioned herein, the currently  
11 named Plaintiffs are and were domiciled and a resident and citizen of California and was employed  
12 by Defendants in a non-exempt position within the 4 years prior to the filing of the complaint.

13 4. Plaintiffs re informed and believe and thereon allege that Defendant HILTON  
14 MANAGEMENT LLC is a Delaware corporation with its principal place of business in Beverly Hills,  
15 California and is authorized to do business within the State of California, and is doing business in the  
16 State of California and/or that Defendants DOES 51-100 are/were at all times relevant persons acting  
17 on behalf of HILTON MANAGEMENT LLC who violated or caused to be violated provisions of the  
18 Labor Code and/or the Industrial Welfare Commission's wage orders regulating hours and days of  
19 work. Plaintiffs are informed and believe and thereon allege that HILTON MANAGEMENT LLC  
20 was Plaintiffs' employer and suffered and permitted Plaintiffs and similarly situated non-exempt  
21 employees to work and exercised control over the wages, hours and working conditions of  
22 employment of Plaintiffs and similarly situated non-exempt employees during the 4 years prior to the  
23 filing of the complaint.

24 5. Plaintiffs are informed and believe and thereon allege that Defendant HILTON  
25 WORLDWIDE, INC. is a Delaware corporation with its principal place of business in Beverly Hills,  
26 California and is authorized to do business within the State of California, and is doing business in the  
27 State of California and/or that Defendants DOES 51-100 are/were at all times relevant persons acting  
28 on behalf of HILTON WORLDWIDE, INC. who violated or caused to be violated provisions of the

1 Labor Code and/or the Industrial Welfare Commission's wage orders regulating hours and days of  
2 work. Plaintiffs are informed and believe and thereon allege that HILTON WORLDWIDE, INC. was  
3 Plaintiffs' employer and suffered and permitted Plaintiffs and similarly situated non-exempt  
4 employees to work and exercised control over the wages, hours and working conditions of  
5 employment of Plaintiffs and similarly situated non-exempt employees during the 4 years prior to the  
6 filing of the complaint.

7           6. Plaintiffs are informed and believe and thereon allege that Defendant HILTON  
8 DOMESTIC OPERATING COMPANY LLC is a Delaware corporation with its principal place of  
9 business in Beverly Hills, California and is authorized to do business within the State of California,  
10 and is doing business in the State of California and/or that Defendants DOES 51-100 are/were at all  
11 times relevant persons acting on behalf of HILTON DOMESTIC OPERATING COMPANY LLC  
12 who violated or caused to be violated provisions of the Labor Code and/or the Industrial Welfare  
13 Commission's wage orders regulating hours and days of work. Plaintiffs are informed and believe  
14 and thereon alleges that HILTON DOMESTIC OPERATING COMPANY LLC was Plaintiffs'  
15 employer and suffered and permitted Plaintiffs and similarly situated non-exempt employees to work  
16 and exercised control over the wages, hours and working conditions of employment of Plaintiffs and  
17 similarly situated non-exempt employees during the 4 years prior to the filing of the complaint.

18           7. Plaintiffs are informed and believe and thereon allege that Defendant HILTON  
19 HOTEL EMPLOYER LLC is a Delaware corporation with its principal place of business in Beverly  
20 Hills, California and is authorized to do business within the State of California, and is doing business  
21 in the State of California and/or that Defendants DOES 51-100 are/were at all times relevant persons  
22 acting on behalf of HILTON HOTEL EMPLOYER LLC who violated or caused to be violated  
23 provisions of the Labor Code and/or the Industrial Welfare Commission's wage orders regulating  
24 hours and days of work. Plaintiffs are informed and believe and thereon alleges that HILTON HOTEL  
25 EMPLOYER LLC was Plaintiffs' employer and suffered and permitted Plaintiffs and similarly  
26 situated non-exempt employees to work and exercised control over the wages, hours and working  
27 conditions of employment of Plaintiffs and similarly situated non-exempt employees during the 4  
28 years prior to the filing of the complaint.

1           8.       Plaintiffs are informed and believes and thereon alleges that Defendants DOES 1  
2 through 50 are corporations, or are other business entities or organizations of a nature unknown to  
3 Plaintiffs that employed PLAINTIFFS and the similarly situated California non-exempt employees,  
4 permitted Plaintiffs and similarly situated non-exempt employees to work, and exercised control over  
5 the wages, hours and working conditions of employment of Plaintiffs and similarly situated non-  
6 exempt employees within four years prior to the filing of the complaint.

7           9.       Plaintiffs are informed and believe and thereon allege that Defendants DOES 51  
8 through 100 are individuals unknown to Plaintiffs. Each of the individual defendants is sued  
9 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,  
10 supervisor, independent contractor and/or employee of each defendant who violated or caused to be  
11 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the  
12 Industrial Welfare Commission's wage orders regulating hours and days of work.

13           10.       Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiffs  
14 sues said defendants by said fictitious names and will amend this complaint when the true names and  
15 capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted by  
16 law or by the Court. Plaintiffs are informed and believe that each of the fictitiously named defendants  
17 is in some manner responsible for the events and allegations set forth in this complaint.

18           11.       Plaintiffs make the allegations in this complaint without any admission that, as to any  
19 particular allegation, Plaintiffs bears the burden of pleading, proving, or persuading and Plaintiffs  
20 reserves all of Plaintiff's right to plead in the alternative.

21 **IV.   DESCRIPTION OF ILLEGAL PAY PRACTICES**

22           12.       **Failure to pay wages for all hours worked at the legal minimum wage rate:** In  
23 California, an employer is required to pay an employee for all "hours worked" which includes all time  
24 that an employee is under control of the employer and including all time that the employee is suffered  
25 and permitted to work. This includes the time an employee spends, either directly or indirectly,  
26 performing services which inure to the benefit of the employer and any time during which an  
27 employer's policies and procedures do not allow employees to use time effectively for their own  
28 purposes. (*Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 586-588; *Bono Enterprises, Inc. v.*

1 *Bradshaw* (1995) 32 Cal.App.4th 968.) In turn, this includes activities that are undertaken by the  
2 employee only because she is compelled to do so by the necessities of the employer’s business and  
3 times during which an employee is prevented from using time effectively for his or her own purposes  
4 to the benefit of the employer. Labor Code sections 1194 and 1197 require that an employer  
5 compensate employees for “hours worked” at least at a minimum wage rate of pay as established by  
6 the wage orders.

7 13. In this case, Defendants failed to pay Plaintiffs and similarly situated employees at  
8 least minimum wage for all the hours that they worked for at least two reasons:

9 (a) Defendants maintained a policy, practice, and/or procedure whereby they  
10 required Plaintiffs and similarly situated employees to report to work prior to the beginning of their  
11 shifts to work off-the-clock preparing banquet halls and conference rooms for specified events  
12 without paying Plaintiffs and similarly situated employees for that time.

13 (b) Defendants maintained a policy, practice, and/or procedure whereby they  
14 “rounded” or “shaved” down Plaintiffs and similarly situated employees’ daily hours worked to the  
15 benefit of Defendants without paying Plaintiffs and similarly situated employees for that time.

16 14. Defendants’ policies and procedures were applied to Plaintiffs and similarly situated  
17 employees in California and resulted in non-exempt employees working time which was not  
18 compensated any wages in violation of Labor Code sections 1194, 1197, and the Wage Orders.

19 15. Plaintiffs also allege that Defendants failed to pay Plaintiffs and similarly situated  
20 employees for sick time as required pursuant to Labor Code sections 233, 245, and 246.

21 16. **Failure to pay overtime:** Defendants employed many of their employees, including  
22 Plaintiffs, as non-exempt, hourly employees. In California, an employer is required to pay hourly  
23 employees for all “hours worked,” which includes all time that an employee is under control of the  
24 employer and all time the employee is suffered and permitted to work. This includes the time an  
25 employee spends, either directly or indirectly, performing services that inure to the benefit of the  
26 employer.

27 17. California Labor Code Sections 510 and 1194 require an employer to compensate  
28 employees a higher rate of pay for hours worked in excess of 8 hours in a workday, 40 hours in a

1 workweek, and on any seventh consecutive day of work in a workweek.

2 Any work in excess of eight hours in one workday and any work in  
3 excess of 40 hours in any one workweek and the first eight hours  
4 worked on the seventh day of work in any one workweek shall be  
5 compensated at the rate of no less than one and one-half times the  
6 regular rate of pay for an employee. Any work in excess of 12 hours in  
7 one day shall be compensated at the rate of no less than twice the  
8 regular rate of pay for an employee. In addition, any work in excess of  
9 eight hours on any seventh day of a workweek shall be compensated at  
10 the rate of no less than twice the regular rate of pay of an employee.  
11 (Lab. Code §510.)

12 18. In this case, Defendants failed to pay Plaintiffs and similarly situated employees  
13 overtime wages for overtime hours that they worked for at least two reasons:

14 (a) Defendants maintained a policy, practice, and/or procedure whereby they  
15 required Plaintiffs and similarly situated employees to report to work prior to the beginning of their  
16 shifts to work off-the-clock preparing banquet halls and conference rooms for specified events  
17 without paying Plaintiffs and similarly situated employees for that time.

18 (b) Defendants maintained a policy, practice, and/or procedure whereby they  
19 “rounded” or “shaved” down Plaintiffs’ and similarly situated employees’ daily hours worked to the  
20 benefit of Defendants without paying Plaintiffs and similarly situated employees for that time.

21 19. To the extent Defendants required Plaintiffs and similarly situated employees to report  
22 to work prior to the beginning of their shifts to work off-the-clock preparing banquet halls and  
23 conference rooms for specified events or “rounded” or “shaved” down Plaintiff’s and similarly  
24 situated employees’ daily hours worked when the worked more than eight hours in a workday or more  
25 than 40 hours in a workweek, Defendants failed to pay Plaintiffs and similarly situated employees for  
26 overtime hours worked at their overtime rate of pay. Defendants’ policies and procedures were  
27 applied to Plaintiffs and similarly situated employees in California and resulted in non-exempt  
28 employees working overtime hours which were not compensated at their overtime rate of pay in  
violation of Labor Code sections 510, 1194, 1198, and the Wage Orders.

20. Plaintiffs similarly allege that Defendants failed to pay Plaintiffs and similarly situated  
employees double time wages when they worked in excess of twelve (12) hours in a day.

1           21.     **Failure to pay overtime at the proper overtime rate by failing to include all**  
2 **remuneration in calculating the regular rate of pay for purposes of paying overtime:** Under  
3 California law, the determination of the regular rate of pay for purposes of determining the amount  
4 of overtime pay and meal and rest period premiums must include all remuneration earned by the  
5 employee including, but not limited to, employees' commissions, bonuses, service charges, shift-  
6 differential pay or other non-hourly compensation.

7           22.     Defendants entirely excluded certain remuneration, including but not limited to  
8 commissions, bonuses, service charges, shift-differential pay or other non-hourly compensation, in  
9 calculating the overtime rate of pay for Plaintiffs and similarly situated employees during the periods  
10 the remuneration was earned. This practice resulted in Plaintiffs and similarly situated employees  
11 working hours in excess of 8 hours in a day, 40 hours in a week, or on a 7th consecutive day of work  
12 and Defendants paying them less overtime than the employees had earned under California law.

13           23.     **Failure to pay premium wages to non-exempt employees to compensate them for**  
14 **workdays Defendants failed to provide all legally required and legally compliant meal breaks:**  
15 California law requires an employer to provide an employee an uninterrupted meal period of no less  
16 than 30-minutes before the end of a 5-hour work period during which employees are relieved of all  
17 duties. (Lab. Code §§226.7, 512, 1198; Wage Orders, subd. 11.) An employer may not employ an  
18 employee for a work period of more than 10 hours per day without providing the employee with a  
19 second meal period of not less than 30 minutes before the end of the 10th hour of work. (*Id.*) To be  
20 "duty-free" an employer must allow an employee to leave the premises in addition to being relieved  
21 of all duties including time spent waiting to perform work. (*Bono Enterprises, Inc. v. Bradshaw*  
22 (1995) 32 Cal.App.4th 968; see *Mendiola v. CPS Security Solutions, Inc.* (2015) 60 Cal.4th 833, 839  
23 [considering even on call sleeping time as compensable hours worked].)

24           24.     If an employer fails to provide an employee a meal period in accordance with the law,  
25 the employer must pay the employee one hour of pay at the employee's regular rate of compensation  
26 for each work day that a legally required meal period was not provided or did not otherwise comply  
27 with the law (*e.g.*, was interrupted, was not duty free, was untimely, etc.). (*Id.*).

28 //

1           25.     In this case, Plaintiffs and similarly situated employees regularly worked shifts of  
2 more 5 hours. Nevertheless, Defendants regularly failed to provide Plaintiffs and similarly situated  
3 employees with legally compliant meal periods by requiring them to remain onsite and/or on-call  
4 during their 30-minute meal periods; resulting in meal periods that were not duty-free as required.

5           26.     Defendants did not have a procedure in place to pay a premium wage to Plaintiffs and  
6 similarly situated employees when they did not receive a timely meal period. This practice resulted  
7 in Plaintiffs and similarly situated employees not receiving wages to compensate them for workdays  
8 during which Defendants did not provide them with legally compliant meal periods in compliance  
9 with California law.

10           27.     **Failure to pay premium wages to non-exempt employees to compensate them for**  
11 **workdays Defendants failed to provide all legally required and legally compliant rest breaks:**  
12 California law states that “[e]very employer shall authorize and permit all employees to take rest  
13 breaks, which insofar as practicable shall be in the middle of each work period. The authorized rest  
14 break time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time  
15 per four (4) hours or major fraction thereof. ... If an employer fails to provide an employee a rest  
16 break in accordance with the applicable provisions of this order, the employer shall pay the employee  
17 one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest  
18 break is not provided.” Wage Order 5, subd. 12; *see* Lab. Code § 226.7. Under California law,  
19 “[e]mployees are entitled to 10 minutes’ rest for shifts from three and one-half to six hours in length,  
20 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10  
21 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th  
22 1004, 1029; Lab. Code §226.7; Wage Order 5, subd. 12. Rest breaks must be in the middle of each  
23 work period. Wage Order 5, subd. 12. Additionally, the rest period requirement “obligates employers  
24 to permit-and authorizes employees to take-off-duty rest periods. *Augustus v. ABM Security Services,*  
25 *Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all  
26 duties and relinquish control over how employees spend their time. *Id.*

27           28.     In this case, Plaintiffs and similarly situated employees regularly worked shifts of  
28 more 3.5 hours. Nevertheless, Defendants regularly failed to provide Plaintiffs and similarly situated

1 employees with legally compliant rest breaks because Defendants required Plaintiffs and similarly  
2 situated employees to remain on Defendants' premises and/or on-call during their rest breaks.

3 29. Defendants lacked a policy and procedure for compensating Plaintiffs and similarly  
4 situated employees with premium wages when they did not receive all legally required and legally  
5 compliant rest periods. This practice resulted in Plaintiffs and similarly situated employees not  
6 receiving wages to compensate them for workdays which Defendants did not provide them with  
7 legally required and legally compliant rest periods in compliance with California law.

8 30. **Pay Stub Violations:** California Labor Code section 226(a) provides (inter alia) that,  
9 upon paying an employee his or her wages, the employer must "furnish each of his or her employees  
10 ... an itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the  
11 employee, except for any employee whose compensation is solely based on a salary and who is  
12 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the  
13 Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece  
14 rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all deductions  
15 made on written orders of the employee may be aggregated and shown as one item, (5) net wages  
16 earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the name of the  
17 employee and his or her social security number, (8) the name and address of the legal entity that is  
18 the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding  
19 number of hours worked at each hourly rate by the employee." California Labor Code section 1174(d)  
20 also requires that employers "keep, at a central location in the state or at the plants or establishments  
21 at which employees are employed, payroll records showing the hours worked daily by and the wages  
22 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees  
23 employed at the respective plants or establishments. These records shall be kept in accordance with  
24 rules established for this purpose by the commission, but in any case shall be kept on file for not less  
25 than three years."

26 31. Defendants failed to provide accurate and complete wage statements to Plaintiffs and  
27 similarly situated employees. Defendants provided to employees wage statements which were  
28 inadequate as a result of the aforementioned conduct (i.e., failure to pay all minimum wage and

1 overtime for all hours worked and failure to pay meal and rest period premiums), the wage statements  
2 inaccurately stated: the gross wages earned, total hours worked by the employee, the net wages  
3 earned, and applicable hourly rates in effect in a pay period with corresponding number of hours  
4 worked. Defendants also failed to maintain accurate payroll records with regards to Plaintiffs and  
5 similarly situated employees.

6 32. Defendants applied these policies and procedures to Plaintiffs and other similarly  
7 situated employees which resulted in Defendants failing to provide complete and accurate wage  
8 statements to non-exempt employees in compliance with Labor Code section 226, subdivision (a).

9 33. **Failure to Pay Former California Non-Exempt Employees All Wages Due at**  
10 **Time of Termination/Resignation:** An employer is required to pay all unpaid wages timely after an  
11 employee's employment ends. The wages are due immediately upon termination (Lab. Code §201)  
12 or within 72 hours of resignation (Lab. Code §202).

13 34. Defendants failed to pay Plaintiffs and other similarly situated employees with all  
14 wages (including unpaid overtime pay, unpaid minimum wage and premium wages for failure to  
15 provide legally compliant meal and/or rest breaks) during their employment and never paid these  
16 amounts after Plaintiffs and other similarly situated employees separated employment with  
17 Defendants. As a result, Defendants failed to pay those employees timely after each employee's  
18 termination and/or resignation in violation of Labor Code sections 201, 202 and 203.

19 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

20 35. Plaintiff J. HERNANDEZ brings this action on behalf of himself, on behalf of all  
21 others similarly situated, and on behalf of the General Public, and as a member of a Class defined as  
22 follows:

23 A. **Minimum Wage Class:** All current and former non-exempt employees<sup>2</sup>  
24 employed in California who worked at the Beverly Hilton Hotel at any time within the four years  
25 prior to the filing of the initial complaint in this action and through the date notice is mailed to a  
26 \_\_\_\_\_

27 <sup>2</sup> Except Carlos Hernandez; Edwin Garcia; Wilber Acevedo; Goliat Barrios; David Beenen, Edgar Bermudez; Doroteo Cordoval; Roberto Ceja; Israel  
28 Cruz; Cristobal Hernandez; Miguel Hernandez; Javier Maldonado; Neville Torrez; Bella Martinez; Edgar Ruano; Annette Saca; Jose Lopez; Roberto  
Munoz; Pedro Lugo; Tomas Hernandez; Valente Magallanes; Cashimier Smith; Francisca Torres; Victor Gomez; Hector Navarro; Antonio Vasquez;  
Victor Gomez; Luis Lopez; Charles Prior; Hilda Velasquez; Elia Quezada; Alfredo Ortiz; Roman Leos; David Ceron; Rigoberto Canela; Salatiel  
Martinez; Jose Ortiz and Aurelio Padilla.

1 certified class, who were under control of Defendants and/or working for time periods Defendants  
2 did not pay wages at the legal minimum wage rate.

3           **B. Overtime Class:** All current and former non-exempt employees<sup>3</sup> employed by  
4 Defendants in California who worked at the Beverly Hilton Hotel at any time within the four years  
5 prior to the filing of the initial complaint in this action and through the date notice is mailed to a  
6 certified class who worked in excess of eight hours in a workday, 40 hours in a workweek, or on a  
7 seventh consecutive day in a workweek and were not paid at their overtime rate of pay for that time.

8           **C. Regular Rate Class:** All current and former non-exempt employees<sup>4</sup>  
9 employed by Defendants in California who worked at the Beverly Hilton Hotel at any time within the  
10 four years prior to the filing of the initial complaint in this action and through the date notice is mailed  
11 to a certified class, who earned commissions, bonuses, service charges, shift-differential pay or other  
12 non-hourly compensation which were not included in calculating the overtime pay earned during pay  
13 periods the employees earned the bonuses and worked in excess of 8 hours in a workday, 40 hours in  
14 a workweek, or on a seventh consecutive day of work in a workweek.

15           **D. Meal Period Class:** All current and former non-exempt employees<sup>5</sup> employed  
16 by Defendants in California who worked at the Beverly Hilton Hotel within the four years prior to  
17 the filing of the initial complaint in this action and through the date notice is mailed to a certified  
18 class who worked more than 5 hours during a workday and did not receive wages to compensate them  
19 for Defendants' failure to provide all legally required and/or legally compliant meal periods.

20           **E. Rest Period Class:** All current and former non-exempt employees<sup>6</sup> employed

21 <sup>3</sup> Except Carlos Hernandez; Edwin Garcia; Wilber Acevedo; Goliat Barrios; David Beenen, Edgar Bermudez; Doroteo Cordoval; Roberto Ceja; Israel  
22 Cruz; Cristobal Hernandez; Miguel Hernandez; Javier Maldonado; Neville Torrez; Bella Martinez; Edgar Ruano; Annatte Saca; Jose Lopez; Roberto  
23 Munoz; Pedro Lugo; Tomas Hernandez; Valente Magallanes; Cashimier Smith; Francisca Torres; Victor Gomez; Hector Navarro; Antonio Vasquez;  
24 Victor Gomez; Luis Lopez; Charles Prior; Hilda Velasquez; Elia Quezada; Alfredo Ortiz; Roman Leos; David Ceron; Rigoberto Canela; Salatiel  
25 Martinez; Jose Ortiz and Aurelio Padilla.

26 <sup>4</sup> Except Carlos Hernandez; Edwin Garcia; Wilber Acevedo; Goliat Barrios; David Beenen, Edgar Bermudez; Doroteo Cordoval; Roberto Ceja; Israel  
27 Cruz; Cristobal Hernandez; Miguel Hernandez; Javier Maldonado; Neville Torrez; Bella Martinez; Edgar Ruano; Annatte Saca; Jose Lopez; Roberto  
28 Munoz; Pedro Lugo; Tomas Hernandez; Valente Magallanes; Cashimier Smith; Francisca Torres; Victor Gomez; Hector Navarro; Antonio Vasquez;  
29 Victor Gomez; Luis Lopez; Charles Prior; Hilda Velasquez; Elia Quezada; Alfredo Ortiz; Roman Leos; David Ceron; Rigoberto Canela; Salatiel  
30 Martinez; Jose Ortiz and Aurelio Padilla.

31 <sup>5</sup> Except Carlos Hernandez; Edwin Garcia; Wilber Acevedo; Goliat Barrios; David Beenen, Edgar Bermudez; Doroteo Cordoval; Roberto Ceja; Israel  
32 Cruz; Cristobal Hernandez; Miguel Hernandez; Javier Maldonado; Neville Torrez; Bella Martinez; Edgar Ruano; Annatte Saca; Jose Lopez; Roberto  
33 Munoz; Pedro Lugo; Tomas Hernandez; Valente Magallanes; Cashimier Smith; Francisca Torres; Victor Gomez; Hector Navarro; Antonio Vasquez;  
34 Victor Gomez; Luis Lopez; Charles Prior; Hilda Velasquez; Elia Quezada; Alfredo Ortiz; Roman Leos; David Ceron; Rigoberto Canela; Salatiel  
35 Martinez; Jose Ortiz and Aurelio Padilla.

36 <sup>6</sup> Except Carlos Hernandez; Edwin Garcia; Wilber Acevedo; Goliat Barrios; David Beenen, Edgar Bermudez; Doroteo Cordoval; Roberto Ceja; Israel  
37 Cruz; Cristobal Hernandez; Miguel Hernandez; Javier Maldonado; Neville Torrez; Bella Martinez; Edgar Ruano; Annatte Saca; Jose Lopez; Roberto  
38 Munoz; Pedro Lugo; Tomas Hernandez; Valente Magallanes; Cashimier Smith; Francisca Torres; Victor Gomez; Hector Navarro; Antonio Vasquez;  
39 Victor Gomez; Luis Lopez; Charles Prior; Hilda Velasquez; Elia Quezada; Alfredo Ortiz; Roman Leos; David Ceron; Rigoberto Canela; Salatiel  
40 Martinez; Jose Ortiz and Aurelio Padilla.

1 by Defendants in California who worked at the Beverly Hilton Hotel within the four years prior to  
2 the filing of the initial complaint in this action and through the date notice is mailed to a certified  
3 class who worked more than 3.5 hours during a workday and did not receive wages to compensate  
4 them for Defendants' failure to provide all legally required and/or legally compliant rest periods.

5 F. **Wage Statement Class:** All current and former non-exempt employees<sup>7</sup>  
6 employed by Defendants in California who worked at the Beverly Hilton Hotel at any time within the  
7 one year prior to the filing of the initial complaint in this action and through the date notice is mailed  
8 to a certified class who received inaccurate or incomplete wage statements.

9 G. **Waiting Time Class:** All former non-exempt employees employed by  
10 Defendants in California who worked at the Beverly Hilton Hotel at any time within the four years  
11 prior to the filing of the initial complaint in this action and through the date notice is mailed to a  
12 certified class whose employment ended and they did not receive payment of all unpaid wages within  
13 the statutory time period after separation of employment.

14 H. **California Class:** All aforementioned classes are here collectively referred to  
15 as the "California Class".

16 36. There is a well-defined community of interest in the litigation and the classes are  
17 ascertainable:

18 A. **Numerosity:** While the exact number of class members in each class is  
19 unknown to plaintiff at this time, the Plaintiff J. HERNANDEZ classes are so numerous that the  
20 individual joinder of all members is impractical under the circumstances of this case.

21 B. **Common Questions Predominate:** Common questions of law and fact exist  
22 as to all members of the Plaintiff J. HERNANDEZ's classes and predominate over any questions that  
23 affect only individual members of each class. The common questions of law and fact include, but are  
24 not limited to:

25 \_\_\_\_\_  
26 Munoz; Pedro Lugo; Tomas Hernandez; Valente Magallanes; Cashimier Smith; Francisca Torres; Victor Gomez; Hector Navarro; Antonio Vasquez;  
27 Victor Gomez; Luis Lopez; Charles Prior; Hilda Velasquez; Elia Quezada; Alfredo Ortiz; Roman Leos; David Ceron; Rigoberto Canela; Salatiel  
28 Martinez; Jose Ortiz and Aurelio Padilla

<sup>7</sup> Except Carlos Hernandez; Edwin Garcia; Wilber Acevedo; Goliat Barrios; David Beenen, Edgar Bermudez; Doroteo Cordoval; Roberto Ceja; Israel  
Cruz; Cristobal Hernandez; Miguel Hernandez; Javier Maldonado; Neville Torrez; Bella Martinez; Edgar Ruano; Annatte Saca; Jose Lopez; Roberto  
Munoz; Pedro Lugo; Tomas Hernandez; Valente Magallanes; Cashimier Smith; Francisca Torres; Victor Gomez; Hector Navarro; Antonio Vasquez;  
Victor Gomez; Luis Lopez; Charles Prior; Hilda Velasquez; Elia Quezada; Alfredo Ortiz; Roman Leos; David Ceron; Rigoberto Canela; Salatiel  
Martinez; Jose Ortiz and Aurelio Padilla

1 (i) Whether Defendants violated California Labor Code Sections 1194,  
2 1194.2 and/or 1197 by not paying employees' wages at a minimum wage rate for all time that the  
3 Minimum Wage Class Members were subject to Defendants' control but were not paid;

4 (ii) Whether Defendants violated California Labor Code Sections 510  
5 and/or 1194 by not paying employees' wages at an overtime wage rate for all overtime hours that the  
6 Overtime Class Members were subject to Defendants' control but were not paid;

7 (iii) Whether Defendants violated Labor Code Sections 510 and 1194 by  
8 failing to include all remuneration when calculating the overtime rate of pay for the members of the  
9 Regular Rate Class;

10 (iv) Whether Defendants unlawfully failed to provide the Meal Period Class  
11 with proper meal periods or an hour wage for every day such periods were not provided;

12 (v) Whether Defendants unlawfully failed to provide the Rest Break Class  
13 with proper rest breaks or an hour wage for every day such breaks were not provided;

14 (vi) Whether Defendants unlawfully failed to furnish the Wage Statement  
15 Class with proper accurate itemized wage statements;

16 (vii) Whether Defendants failed to provide the Waiting Time Class with all  
17 unpaid wages within the statutory time period following separation of employment;

18 (viii) Whether Defendants committed unlawful business acts or practices  
19 within the meaning of Business and Professions Code section 17200 *et seq.*;

20 (ix) Whether Class Members are entitled to unpaid wages, penalties,  
21 interest, fees and other relief in conjunction with his claims; and

22 (x) Whether, as a consequence of Defendant's unlawful conduct, the Class  
23 Members are entitled to restitution, and/or equitable relief;

24 C. **Typicality:** Plaintiff J. HERNANDEZ's claims are typical of the claims of the  
25 class members in each of the classes. Plaintiff J. HERNANDEZ and the members of the Minimum  
26 Wage Class sustained damages arising out of Defendants' failure to pay wages at least at minimum  
27 wage for all time the employees were subject to Defendants' control. Plaintiff J. HERNANDEZ and  
28 members of the Overtime Class worked overtime hours which Defendants failed to pay an overtime

1 rate. Plaintiff J. HERNANDEZ and members of the Regular Rate Class were not paid overtime which  
2 properly included calculation based on all remuneration earned. Plaintiff J. HERNANDEZ and  
3 members of the Meal Period and Rest Period Classes sustained damages and/or loss of vested wages  
4 based on Defendants' failure to provide wages for workdays Defendants failed to provide all legally  
5 required and legally compliant meal or rest breaks. Plaintiff J. HERNANDEZ and the members of  
6 the Wage Statement Class sustained damages arising out of Defendants' failure to furnish them with  
7 accurate and/or complete itemized wage statements in compliance with Labor Code section 226.  
8 Plaintiff J. HERNANDEZ and the members of the Waiting Time Classes sustained damages arising  
9 out of Defendants' failure to timely provide all unpaid and final wages due upon the end of their  
10 employment.

11           D.       **Adequacy of Representation:** Plaintiff J. HERNANDEZ will fairly and  
12 adequately protect the interests of the members of each class. Plaintiff J. HERNANDEZ has no  
13 interest that is adverse to the interests of the other class members. Plaintiff J. HERNANDEZ's Counsel  
14 is qualified to conduct the litigation.

15           E.       **Superiority:** A class action is superior to other available means for the fair and  
16 efficient adjudication of this controversy. Because individual joinder of all members of each class is  
17 impractical, class action treatment will permit a large number of similarly situated persons to  
18 prosecute their common claims in a single forum simultaneously, efficiently, and without the  
19 unnecessary duplication of effort and expense that numerous individual actions would engender. The  
20 expenses and burdens of individual litigation would make it difficult or impossible for individual  
21 members of each class to redress the wrongs done to them, while important public interests will be  
22 served by addressing the matter as a class action. The cost to and burden on the court system of  
23 adjudication of individualized litigation would be substantial, and substantially more than the costs  
24 and burdens of a class action. Individualized litigation would also present the potential for inconsistent  
25 or contradictory judgments.

26           F.       **Public Policy Consideration:** Employers throughout the state violate wage  
27 and hour laws. Current employees are often afraid to assert their rights out of fear of direct or indirect  
28 retaliation. Former employees are fearful of bringing actions because they perceive their former

1 employers can blacklist them in their future endeavors through negative references and by other  
2 means. Class actions provide the class members who are not named in the complaint with a type of  
3 anonymity that allows for vindication of their rights.

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM**  
6 **WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194, 1194.2, & 1197 AND**  
7 **THE WAGE ORDERS**

8 **(On Behalf of the Minimum Wage Class against All Defendants and Does Defendants)**

9 37. Plaintiff J. HERNANDEZ incorporates all paragraphs above as though fully set forth  
10 herein.

11 38. At all times relevant to this Complaint, Plaintiff J. HERNANDEZ and members of the  
12 Minimum Wage Class were hourly employees of Defendants.

13 39. Pursuant to Labor Code Sections 1194, 1194.2, and 1197, and the IWC Wage Orders,  
14 Plaintiff and the Minimum Wage Class are entitled to receive wages for all hours worked, i.e., all  
15 time subject to Defendants' control, and those wages must be paid at least at the minimum wage rate  
16 in effect during the time the employees earned the wages.

17 40. In this case, Defendants failed to pay Plaintiff J. HERNANDEZ and Minimum Wage  
18 Class Members at least overtime wages for overtime hours that they worked for at least two reasons:

19 (a) Defendants maintained a policy, practice, and/or procedure whereby they  
20 required Plaintiff J. HERNANDEZ and Minimum Wage Class Members to report to work prior to  
21 the beginning of their shifts to work off-the-clock preparing banquet halls and conference rooms for  
22 specified events without paying Plaintiff J. HERNANDEZ and Minimum Wage Class Members for  
23 that time.

24 (b) Defendants maintained a policy, practice, and/or procedure whereby they  
25 "rounded" or "shaved" down Plaintiff J. HERNANDEZ's and Minimum Wage Class Members' daily  
26 hours worked to the benefit of Defendants without paying Plaintiff and Minimum Wage Class  
27 Members for that time.

28 ///



1 employer is required to pay an employee for all “hours worked” which includes all time that an  
2 employee is under control of the employer and including all time that the employee is suffered and  
3 permitted to work whether or not the employee is required to work. This includes the time an  
4 employee spends, either directly or indirectly, performing services which inure to the benefit of the  
5 employer. In turn, this includes activities that are undertaken by the employee only because she is  
6 compelled to do so by the necessities of the employer’s business and times during which an employee  
7 is prevented from using time effectively for his or her own purposes to the benefit of the  
8 employer. Labor Code sections 510 and 1194 require that an employer compensate employees for  
9 “hours worked” at a proper overtime rate for all hours that constitute overtime.

10 49. In this case, Defendants failed to pay Plaintiff J. HERNANDEZ and Overtime Class  
11 Members overtime wages for overtime hours that they worked for at least two reasons:

12 (a) Defendants maintained a policy, practice, and/or procedure whereby they  
13 required Plaintiff J. HERNANDEZ and similarly situated employees to report to work prior to the  
14 beginning of their shifts to work off-the-clock preparing banquet halls and conference rooms for  
15 specified events without paying Plaintiff J. HERNANDEZ and similarly situated employees for that  
16 time.

17 (b) Defendants maintained a policy, practice, and/or procedure whereby they  
18 “rounded” or “shaved” down Plaintiff J. HERNANDEZ’s and similarly situated employees’ daily  
19 hours worked to the benefit of Defendants without paying Plaintiff and similarly situated employees  
20 for that time.

21 50. To the extent Defendants required Plaintiff J. HERNANDEZ and Overtime Class  
22 Members to report to work prior to the beginning of their shifts to work off-the-clock preparing  
23 banquet halls and conference rooms for specified events or “rounded” or “shaved” down Plaintiff J.  
24 HERNANDEZ’s and Overtime Class Members’ daily hours worked when the worked more than eight  
25 hours in a workday or more than 40 hours in a workweek, Defendants failed to pay Plaintiff J.  
26 HERNANDEZ and Overtime Class Members for overtime hours worked at their overtime rate of pay.  
27 Defendants’ policies and procedures were applied to Plaintiff J. HERNANDEZ and Overtime Class  
28 Members and resulted in non-exempt employees working overtime hours which were not

1 compensated at their overtime rate of pay in violation of Labor Code sections 510, 1194, 1198, and  
2 the Wage Orders.

3 51. Pursuant to Labor Code sections 510, 1194, and Wage Orders, Plaintiff J.  
4 HERNANDEZ and members of the Overtime Class are entitled to receive wages for all overtime  
5 hours worked and those wages must be paid at the applicable overtime or double time rate.

6 52. Defendants' policies and procedures resulted in the Overtime Class receiving no  
7 wages for time periods that they were under control of Defendants and had already worked in excess  
8 of 8 hours in a day, 40 hours in a week, or were working on a seventh consecutive day of work in a  
9 workweek or over twelve hours in a day.

10 53. As a result of Defendants' unlawful conduct, Plaintiff J. HERNANDEZ and members  
11 of the Overtime Class have suffered damages in an amount subject to proof, to the extent that they  
12 were not paid wages at a minimum wage rate for all hours worked.

13 54. Pursuant to California Labor Code sections 510 and 1194, Plaintiff J. HERNANDEZ  
14 and the Overtime Class are entitled to recover unpaid wages at the applicable overtime rate, interest  
15 thereon, and attorneys' fees and costs.

16 **THIRD CAUSE OF ACTION**

17 **FAILURE TO INCLUDE ALL REMUNERATION WHEN CALCULATING THE**  
18 **OVERTIME RATE OF PAY, IN VIOLATION OF LABOR CODE SECTIONS 510 & 1194**  
19 **AND THE WAGE ORDERS**

20 **(On Behalf of the Regular Rate Class against All Defendants and Does Defendants)**

21 55. Plaintiff J. HERNANDEZ incorporates all paragraphs above as though fully set forth  
22 herein.

23 56. At times relevant to this Complaint, Plaintiff and the members of the Regular Rate  
24 Class were hourly non-exempt employees of Defendants covered by Labor Code Sections 510, 1194  
25 and the Wage Orders.

26 57. Labor Code Sections 510, 1194 and the Wage Orders, non-exempt employees are  
27 entitled to receive a higher rate of pay for all hours worked in excess of 8 hours in a workday; 40  
28 hours in a workweek; or on any seventh consecutive day of work in a workweek.

1           58.     Labor Code Section 510, subdivision (a), states in relevant part:

2                     Eight hours of labor constitutes a day's work. Any work in excess of  
3                     eight hours in one workday and any work in excess of 40 hours in any  
4                     one workweek and the first eight hours worked on the seventh day of  
5                     work in any one workweek shall be compensated at the rate of no less  
6                     than one and one-half times the regular rate of pay for an employee.  
7                     Any work in excess of 12 hours in one day shall be compensated at the  
8                     rate of no less than twice the regular rate of pay for an employee. In  
9                     addition, any work in excess of eight hours on any seventh day of a  
10                    workweek shall be compensated at the rate of no less than twice the  
11                    regular rate of pay of an employee. Nothing in this Section requires an  
12                    employer to combine more than one rate of overtime compensation in  
13                    order to calculate the amount to be paid to an employee for any hour of  
14                    overtime work.

15           59.     Under California law, the determination of the regular rate of pay for purposes of  
16                    determining the amount of overtime pay and meal and rest period premiums must include all  
17                    remuneration earned by the employee including the employee's commissions, bonuses, shift-  
18                    differential pay or other non-hourly compensation.

19           60.     At all times herein mentioned, Plaintiff J. HERNANDEZ and the Regular Rate Class  
20                    were non-exempt employees in California and subject to the overtime provisions set-forth above.  
21                    Plaintiff J. HERNANDEZ alleges that he and members of the Regular Rate Class received additional  
22                    remuneration, including commissions, bonuses, service charges, shift-differential pay or other non-  
23                    hourly compensation during pay periods in which they had worked over eight hours in a day, over  
24                    forty hours in a week, or on a seventh consecutive day of work in a workweek. Defendants failed to  
25                    account for the additional remuneration when calculating the regular rate of pay for purposes of  
26                    paying overtime. This resulted in Plaintiff J. HERNANDEZ and members of the Regular Rate Class  
27                    receiving less overtime than they were entitled to during time periods that they earned additional  
28                    remuneration and worked overtime.

29           61.     As a result of Defendants' unlawful conduct, Plaintiff J. HERNANDEZ and the  
30                    members of the Regular Rate Class have suffered damages in an amount subject to proof, to the extent  
31                    that they were not paid all overtime due when receiving additional remuneration.

32           62.     Pursuant to California Labor Code Section 1194, Plaintiff J. HERNANDEZ and the  
33                    Regular Rate Class are entitled to recover the full amount of their unpaid overtime wages,

1 prejudgment interest and attorneys' fees and costs.

2 **FOURTH CAUSE OF ACTION**

3 **FAILURE TO PROVIDE ALL LEGALLY REQUIRED AND/OR LEGALLY COMPLIANT**  
4 **MEAL PERIODS IN VIOLATION OF LABOR CODE SECTIONS 226.7, 512, 1198, AND**  
5 **THE WAGE ORDERS**

6 **(On Behalf of the Meal Period Class against All Defendants and Does Defendants)**

7 63. 49. Plaintiff J. HERNANDEZ incorporates all paragraphs above as though fully  
8 set forth herein.

9 64. At all times relevant to this Complaint, Plaintiff J. HERNANDEZ and the members of  
10 the Meal Period Class were non-exempt employees of Defendants in California and covered by  
11 California Labor Code sections 226.7, 512, 1198, and the Wage Orders.

12 65. California law requires an employer to provide an employee an uninterrupted meal  
13 period of no less than 30-minutes before the end of each 5-hour work period worked in a workday  
14 during which the employee is relieved of all duties. (Lab. Code §512; Wage Orders, subd. 11.) An  
15 employer may not employ an employee for a work period of more than 10 hours per day without  
16 providing the employee with a second meal period of not less than 30 minutes before the end of the  
17 10th hour of work. (Id.) If an employer fails to provide an employee a second meal period in  
18 accordance with the law, the employer must pay the employee one hour of pay at the employee's  
19 regular rate of compensation for each work day that a legally required meal period was not provided  
20 or was not duty free. (Id.)

21 66. Plaintiff J. HERNANDEZ and members of the Meal Period Class regularly worked  
22 shifts of more 5 hours. Nevertheless, Defendants regularly failed to provide Plaintiff J. HERNANDEZ  
23 and members of the Meal Period Class with legally compliant meal periods by requiring them to  
24 remain onsite and/or on-call during their 30-minute meal periods.

25 67. Defendants did not have a procedure in place to pay a premium wage to Plaintiff J.  
26 HERNANDEZ and members of the Meal Period Class when they did not receive a timely meal period.  
27 Accordingly, Defendants did not pay Plaintiff J. HERNANDEZ and members of the Meal Period  
28 Class a premium wage when they did not receive a timely meal period.



1 hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of  
2 more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)*  
3 (2012) 53 Cal.4th 1004, 1029; Lab. Code §226.7; Wage Order 5, subd. 12. Rest breaks must be in  
4 the middle of each work period. Wage Order 5, subd. 12. Additionally, the rest period requirement  
5 “obligates employers to permit-and authorizes employees to take-off-duty rest periods. *Augustus v.*  
6 *ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must  
7 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

8 74. In this case, Plaintiff J. HERNANDEZ and members of the Rest Break Class regularly  
9 worked shifts of more 3.5 hours. Nevertheless, Defendants regularly failed to provide Plaintiff J.  
10 HERNANDEZ and members of the Rest Break Class with legally compliant rest breaks by requiring  
11 them to remain onsite and/or on-call during their rest breaks. Defendants also failed to pay Plaintiff  
12 J. HERNANDEZ and members of the Rest Break Class one hour of pay at their regular rate of pay  
13 for each workday they did not receive all legally required and legally compliant rest periods.  
14 Defendants lacked a policy and procedure for compensating Plaintiff J. HERNANDEZ and members  
15 of the Rest Break Class with premium wages when they did not receive all legally required and legally  
16 compliant rest periods.

17 75. This practice resulted in Plaintiff J. HERNANDEZ and members of the Rest Break  
18 Class not receiving wages to compensate them for workdays which Defendants did not provide them  
19 with legally required and legally compliant rest periods in compliance with California law.

20 76. Because Defendants failed to afford employees rest periods in compliance with the  
21 law, Defendants are liable to Plaintiff J. HERNANDEZ and the Rest Period Class for one hour of  
22 additional pay at the regular rate of compensation for each workday that Defendants did not provide  
23 all legally required and legally compliant rest periods to employees.

24 77. Plaintiff J. HERNANDEZ, on behalf of himself and the Rest Period Class, seeks  
25 damages and all other relief allowable including a premium rest break wage for each workday the  
26 employees were not provided with all legally required and legally compliant rest periods.

27 **SIXTH CAUSE OF ACTION**

28 **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN**

1 **VIOLATION OF LABOR CODE SECTION 226**

2 **(On Behalf of the Wage Statement Class against All Defendants and Does Defendants)**

3 78. Plaintiff J. HERNANDEZ incorporates by reference all paragraphs above as if fully  
4 alleged herein.

5 79. At all relevant times, Plaintiff J. HERNANDEZ and the members of the Wage  
6 Statement Class were non-exempt employees of Defendants and covered by Labor Code Section 226.

7 80. Pursuant to Labor Code Section 226, subdivision (a), Plaintiff J. HERNANDEZ and  
8 members of the Wage Statement Class were entitled to receive, semimonthly or at the time of each  
9 payment of wages, an itemized wage statement accurately stating the following:

- 10 (1) gross wages earned, (2) total hours worked by the employee, except for any  
11 employee whose compensation is solely based on a salary and who is exempt from  
12 payment of overtime under subdivision (a) of Section 515 or any applicable order  
13 of the Industrial Welfare Commission, (3) the number of piece-rate units earned  
14 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all  
15 deductions, provided that all deductions made on written orders of the employee  
16 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive  
17 dates of the period for which the employee is paid, (7) the name of the employee  
18 and his or her social security number, except that by January 1, 2008, only the last  
19 four digits of his or her social security number or an employee identification  
20 number other than a social security number may be shown on the itemized  
21 statement, (8) the name and address of the legal entity that is the employer, and (9)  
22 all applicable hourly rates in effect during the pay period and the corresponding  
23 number of hours worked at each hourly rate by the employee.

24 81. Defendants' illegal practices (described in more detail above and below including but  
25 not limited to Defendants' failure to pay all minimum wage and overtime for all hours worked and  
26 failure to pay meal and rest period premiums) resulted in Defendants not providing Plaintiff J.  
27 HERNANDEZ and other California non-exempt employees with accurate and complete itemized  
28 wage statements in violation of Labor Code section 226. The wage statements Defendants provided  
to employees were inadequate for reasons including but not limited to Defendants inaccurately or  
failing to state the following: the number of hours worked, the gross wages earned, the net wages  
earned, and hourly rates in place during the pay period with corresponding hours worked.

82. Defendants' failure to provide Plaintiff J. HERNANDEZ and members of the Wage  
Statement Class with accurate and complete wage statements was knowing and intentional.

1 Defendants had the ability to provide Plaintiff J. HERNANDEZ and members of the Class with  
2 accurate and complete wage statements but intentionally provided wage statements that Defendants  
3 knew were not accurate. Defendants knowingly and intentionally put in place practices which  
4 deprived employees of wages and resulted in Defendants' knowing and intentional providing of  
5 inaccurate wage statements.

6 83. As a result of Defendants unlawful conduct, Plaintiff J. HERNANDEZ and members  
7 of the Class have suffered injury in that the wage statements inaccurately stated and/or failed to state  
8 the aforementioned items of information and Plaintiff J. HERNANDEZ and the members of the class  
9 could not promptly and easily determine from the wage statement alone an accurate statement of: the  
10 gross wages earned, and the net wages earned.

11 84. Pursuant to Labor Code Section 226(e), Plaintiff J. HERNANDEZ and members of  
12 the Wage Statement Class are entitled to recover actual damages or fifty dollars for the initial pay  
13 period in which a violation of Labor Code Section 226 occurred and one-hundred dollars for each  
14 violation of Labor Code Section 226 in a subsequent pay period, not to exceed an aggregate penalty  
15 of four thousand dollars per employee.

16 85. Pursuant to Labor Code Section 226(g), Plaintiff J. HERNANDEZ and members of  
17 the Wage Statement Class are entitled to bring an action for injunctive relief to ensure Defendants'  
18 compliance with Labor Code Section 226(a). Injunctive relief is warranted because Defendants  
19 continue to provide currently employed members of the Class with inaccurate wage statements in  
20 violation of Labor Code Section 226(a) and currently employed members of the Class have no  
21 adequate legal remedy for the continuing injuries that will be suffered as a result of Defendants'  
22 ongoing unlawful conduct. Injunctive relief is the only remedy available for ensuring Defendants  
23 comply with Labor Code Section 226(a).

24 86. Pursuant to Labor Code Sections 226(e) and 226(g), Plaintiff J. HERNANDEZ and  
25 members of the Class are entitled to recover the full amount of penalties due under Labor Code  
26 Section 226(e), reasonable attorney fees, and costs of suit.

27 **SEVENTH CAUSE OF ACTION**

28 **FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT, IN**

1 **VIOLATION OF LABOR CODE SECTIONS 201, 202, and 203**

2 **(On Behalf of the Waiting Time Class against All Defendants and Does Defendants)**

3 87. Plaintiff J. HERNANDEZ incorporates all paragraphs above as though fully set forth  
4 herein.

5 88. At all times relevant to this Complaint, Plaintiff J. HERNANDEZ and the other  
6 members of the Waiting Time Class were employees of Defendants, covered by California Labor  
7 Code sections 201 or 202.

8 89. Pursuant to California Labor Code sections 201 and 202, Plaintiff J. HERNANDEZ  
9 and members of the Waiting Time Class were entitled upon termination to timely payment of all  
10 wages earned and unpaid prior to termination. Discharged employees were entitled to payment of all  
11 wages earned and unpaid prior to discharge immediately upon termination. Employees who resigned  
12 were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after  
13 giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment  
14 of all wages earned and unpaid prior to resignation at the time of resignation.

15 90. Defendants failed to pay Plaintiff J. HERNANDEZ and members of the Waiting Time  
16 Class all wages earned and unpaid prior to separation of employment, in accordance with either  
17 California Labor Code Sections 201 or 202. Plaintiff J. HERNANDEZ is informed and believes and  
18 thereon alleges that at all relevant times within the limitations period applicable to this cause of action  
19 Defendants maintained policies and practices of failing to pay at least minimum wage for all time  
20 worked, including overtime hours, failing to pay premium wages for workdays Defendants did not  
21 provide employees all meal periods in compliance with California law, and failing to pay premium  
22 wages for workdays Defendants did not provide employees all rest periods in compliance with  
23 California law.

24 91. Defendants' failure to pay Plaintiff J. HERNANDEZ and members of the Waiting  
25 Time Class all wages earned prior to separation of employment timely in accordance with California  
26 Labor Code Sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by  
27 Plaintiff J. HERNANDEZ and members of the Waiting Time Class prior to separation of employment  
28 in accordance with California Labor Code Sections 201 and 202, but intentionally adopted policies

1 or practices incompatible with the requirements of California Labor Code Sections 201 and 202.  
2 Defendants' practices. When Defendants failed to pay Plaintiff J. HERNANDEZ and members of the  
3 Waiting Time Class all earned wages timely upon separation of employment, it knew what they were  
4 doing and intended to do what it did.

5 92. Pursuant to either California Labor Code Sections 201 or 202, Plaintiff J.  
6 HERNANDEZ and members of the Waiting Time Class are entitled to all wages earned prior to  
7 separation of employment that Defendants did not pay them.

8 93. Pursuant to California Labor Code Section 203, Plaintiff J. HERNANDEZ and  
9 members of the Waiting Time Class are entitled to continuation of their wages, from the day their  
10 earned and unpaid wages were due upon separation until paid, up to a maximum of 30 days.

11 94. As a result of Defendants' conduct, Plaintiff J. HERNANDEZ and members of the  
12 Waiting Time Class have suffered damages in an amount, subject to proof, to the extent they were  
13 not paid for all wages earned prior to separation.

14 95. As a result of Defendants' conduct, Plaintiff J. HERNANDEZ and members of the  
15 Waiting Time Class have suffered damages in an amount, subject to proof, to the extent they were  
16 not paid all continuation wages owed under California Labor Code section 203.

17 96. Plaintiff J. HERNANDEZ and members of the Waiting Time Class are entitled to  
18 recover the full amount of their unpaid wages, continuation wages under Section 203, and interest  
19 thereon

20 **EIGHTH CAUSE OF ACTION**

21 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF BUSINESS AND PROFESSIONS**

22 **CODE SECTION 17200, *et seq.***

23 **(On Behalf of the California Class against All Defendants and Does Defendants)**

24 97. Plaintiff J. HERNANDEZ incorporates all paragraphs above as if fully alleged herein.

25 98. The unlawful conduct of Defendants alleged herein constitutes unfair competition  
26 within the meaning of Business and Professions Code Section 17200. This unfair conduct includes  
27 Defendants' use of policies and procedures which resulted in Defendants' failure to provide: payment  
28 for all hours worked, overtime, meal periods or meal period premium wages, rest periods or rest

1 period premium wages, complete and accurate wage statements, all as described in more detail above.  
2 Due to Defendants' unfair and unlawful business practices in violation of the Labor Code, Defendants  
3 have gained a competitive advantage over other comparable companies doing business in the State of  
4 California that comply with their obligations to provide their employees with: payment for all hours  
5 worked, overtime, legally required and legally compliant meal periods and rest periods, and complete  
6 and accurate wage statement, all as described in more detail above.

7 99. As a result of Defendants' unfair competition as alleged herein, Plaintiff J.  
8 HERNANDEZ and members of the California Class have suffered injury in fact and lost money or  
9 property, as described in more detail above.

10 100. Pursuant to Business and Professions Code Section 17203, Plaintiff J. HERNANDEZ  
11 and members of the California Class are entitled to restitution of all wages (minimum wage, overtime,  
12 meal period wages, rest period wages, and vested vacation pay) and other monies rightfully belonging  
13 to them that Defendants failed to pay them and wrongfully retained by means of their unlawful and  
14 unfair business practices. Plaintiff J. HERNANDEZ also seeks an injunction against Defendants on  
15 behalf of the California Class enjoining them, and any and all persons acting in concert with them,  
16 from engaging in each of the unlawful practices, policies and patterns set forth herein.

17 **NINTH CAUSE OF ACTION**

18 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**

19 **GENERAL ACT OF 2004, LABOR CODE SECTION 2698, et seq.**

20 **(Against all Defendants)**

21 101. **Failure to pay wages for all hours worked at the legal minimum wage:** Defendants  
22 employed many of their employees, including Plaintiffs C. HERNANDEZ and M. HERNANDEZ,  
23 as non-exempt, hourly employees. In California, an employer is required to pay hourly employees  
24 for all “hours worked,” which includes all time that an employee is under control of the employer and  
25 all time the employee is suffered and permitted to work. This includes the time an employee spends,  
26 either directly or indirectly, performing services that inure to the benefit of the employer.

27 102. In this case, Defendants failed to pay Plaintiffs C. HERNANDEZ and M.  
28 HERNANDEZ at least minimum wage for all the hours that they worked for at least three reasons:

1 (a) Defendants maintained a policy, practice, and/or procedure whereby they  
2 required Plaintiffs C. HERNANDEZ and M. HERNANDEZ to report to work prior to the beginning  
3 of their shifts to work off-the-clock preparing banquet halls and conference rooms for specified events  
4 without paying Plaintiffs C. HERNANDEZ and M. HERNANDEZ and aggrieved employees for that  
5 time.

6 (b) Defendants required Plaintiffs C. HERNANDEZ and M. HERNANDEZ to call  
7 in, report for work, and listen to a pre-recorded schedule of names to determine whether they would  
8 be scheduled to work the next day. Defendants did not pay Plaintiffs for this time.

9 (c) Defendants maintained a policy, practice, and/or procedure whereby they  
10 “rounded” or “shaved” down Plaintiffs’ C. HERNANDEZ and M. HERNANDEZ daily hours worked  
11 to the benefit of Defendants without paying Plaintiffs C. HERNANDEZ and M. HERNANDEZ and  
12 aggrieved employees for that time.

13 103. California Labor Code Sections 1194, 1194.2, and 1197 require an employer to  
14 compensate employees for all “hours worked” at least at a minimum wage rate of pay as established  
15 by the IWC and the Wage Orders. However, the foregoing policies, practices, and/or procedures  
16 resulted in Plaintiffs C. HERNANDEZ and M. HERNANDEZ and other non-exempt employees  
17 working time for which they were not compensated any wages, in violation of California Labor Code  
18 Sections 1194, 1194.2, and 1197; and the IWC Wage Order.

19 104. **Failure to pay wages for all hours worked at employees’ overtime rate of pay:**  
20 Defendants employed many of their employees, including Plaintiffs C. HERNANDEZ and M.  
21 HERNANDEZ, as non-exempt, hourly employees. In California, an employer is required to pay  
22 hourly employees for all “hours worked,” which includes all time that an employee is under control  
23 of the employer and all time the employee is suffered and permitted to work. This includes the time  
24 an employee spends, either directly or indirectly, performing services that inure to the benefit of the  
25 employer.

26 105. California Labor Code Sections 510 and 1194 require an employer to compensate  
27 employees at a higher rate of pay for hours worked in excess of 8 hours in a workday, 40 hours in a  
28 workweek, and on any seventh consecutive day of work in a workweek.

1 Any work in excess of eight hours in one workday and any work in  
2 excess of 40 hours in any one workweek and the first eight hours  
3 worked on the seventh day of work in any one workweek shall be  
4 compensated at the rate of no less than one and one-half times the  
5 regular rate of pay for an employee. Any work in excess of 12 hours in  
6 one day shall be compensated at the rate of no less than twice the  
7 regular rate of pay for an employee. In addition, any work in excess of  
8 eight hours on any seventh day of a workweek shall be compensated at  
9 the rate of no less than twice the regular rate of pay of an employee.  
10 (Lab. Code §510.)

11 106. Further, California Labor Code section 1198 provides,

12 The maximum hours of work and the standard conditions of labor fixed by the  
13 commission shall be the maximum hours of work and the standard conditions of labor  
14 for employees. The employment of any employee for longer hours than those fixed  
15 by the order or under conditions of labor prohibited by the order is unlawful. (Lab.  
16 Code § 1198)

17 107. In this case, Defendants failed to pay Plaintiffs C. HERNANDEZ and M.  
18 HERNANDEZ at least minimum wage for all the hours that they worked for at least three reasons:

19 (d) Defendants maintained a policy, practice, and/or procedure whereby they  
20 required Plaintiffs C. HERNANDEZ and M. HERNANDEZ to report to work prior to the beginning  
21 of their shifts to work off-the-clock preparing banquet halls and conference rooms for specified events  
22 without paying Plaintiffs C. HERNANDEZ and M. HERNANDEZ and aggrieved employees for that  
23 time.

24 (e) Defendants required Plaintiffs C. HERNANDEZ and M. HERNANDEZ to call  
25 in, report for work, and listen to a pre-recorded schedule of names to determine whether they would  
26 be scheduled to work the next day. Defendants did not pay Plaintiffs C. HERNANDEZ and M.  
27 HERNANDEZ for this time.

28 108. Defendants maintained a policy, practice, and/or procedure whereby they “rounded”  
or “shaved” down Plaintiffs C. HERNANDEZ and M. HERNANDEZ’s daily hours worked to the  
benefit of Defendants without paying Plaintiffs C. HERNANDEZ and M. HERNANDEZ and  
aggrieved employees for that time.

109. To the extent Defendants required Plaintiffs C. HERNANDEZ and M. HERNANDEZ  
to report to work prior to the beginning of their shifts to work off-the-clock preparing banquet halls  
and conference rooms for specified events; call in, report for work, and listen to a pre-recorded

1 schedule of names to determine whether they would be scheduled to work the next day; or “rounded”  
2 or “shaved” down Plaintiffs C. HERNANDEZ and M. HERNANDEZ’s daily hours worked when the  
3 worked more than eight hours in a workday or more than 40 hours in a workweek, Defendants failed  
4 to pay Plaintiffs C. HERNANDEZ and M. HERNANDEZ at their overtime rate of pay. Defendants’  
5 policies and procedures were applied to Plaintiffs C. HERNANDEZ and M. HERNANDEZ and  
6 resulted in them working overtime hours which were not compensated at their overtime rate of pay  
7 in violation of Labor Code sections 510, 1194, 1198, and the Wage Orders.

8 110. Defendants also failed to Plaintiffs C. HERNANDEZ and M. HERNANDEZ at their  
9 double time rate of pay when they worked shifts more than twelve (12) hours in a day.

10 111. **Failure to provide reporting time pay:** Labor Code sections 558, 1198, 1194, 1197  
11 and the Wage Orders require that "[e]ach workday an employee is required to report for work and  
12 does report, but is not put to work or is furnished less than half said employee's usual or scheduled  
13 day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for  
14 less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall  
15 not be less than the minimum wage."

16 112. Defendants required Plaintiffs C. HERNANDEZ and M. HERNANDEZ and  
17 aggrieved employees to call in, report for work, and listen to a pre-recorded schedule of names to  
18 determine whether they would be scheduled to work the next day. Defendants requirement that  
19 Plaintiffs C. HERNANDEZ and M. HERNANDEZ and aggrieved employees call in, report for work,  
20 and listen to the pre-recorded schedule to determine whether they would be scheduled to work the  
21 next day resulted in Plaintiffs and aggrieved employees being put to work for less than half of their  
22 usual or scheduled day's work. Despite the foregoing, Defendants failed to pay Plaintiffs C.  
23 HERNANDEZ and M. HERNANDEZ and aggrieved employees reporting time pay in violation of  
24 California law.

25 113. **Failure to pay overtime at the proper overtime rate by failing to include all**  
26 **remuneration in calculating the regular rate of pay for purposes of paying overtime:** Under  
27 California law, when determining the regular rate of pay for purposes of calculating the proper  
28 overtime premium pay the employer must consider not only straight hourly wage compensation but

1 must also include payment of all remuneration earned during the applicable time period. Additionally,  
2 service charges are to be included in the employee's regular rate of pay because unlike gratuities,  
3 which are discretionary, services charges are amounts that a patron is required to pay. Therefore,  
4 when an employer distributes all or part of a service charge to its employees, the distribution may be  
5 at the discretion of the employer and the service charges should be included in the regular rate of pay  
6 when calculating overtime payments. Division of Labor Standards Enforcement, *Tips and Gratuities*,  
7 (2018), [https://www.dir.ca.gov/dlse/faq\\_tipsandgratuities.htm](https://www.dir.ca.gov/dlse/faq_tipsandgratuities.htm).

8 114. At times, Plaintiffs C. HERNANDEZ and M. HERNANDEZ and other non-exempt  
9 employees received additional remuneration, including but not limited to service charges, during pay  
10 periods in which they had worked over eight hours in a day, over forty hours in a week, or on a  
11 seventh consecutive day of work in a workweek. Defendants failed to account for the additional  
12 remuneration when calculating employees' overtime rate of pay. This policy and practice resulted in  
13 Defendants paying their hourly non-exempt employees less overtime than they should have received.

14 115. Defendants' policies and procedures were applied to all hourly non-exempt employees  
15 in California and resulted in hourly non-exempt employees not receiving all overtime wages due to  
16 them in violation of Labor Code Sections 510, 1194, and the Wage Orders.

17 116. **Failure to provide non-exempt employees with legally compliant meal periods**  
18 **and/or pay non-exempt employees wages to compensate them for workdays Defendants failed**  
19 **to provide legally compliant meal periods:** Defendants often employ non-exempt employees,  
20 including the named Plaintiffs C. HERNANDEZ and M. HERNANDEZ, for shifts of 5 hours or more  
21 in length. California law requires an employer to provide an employee an uninterrupted meal period  
22 of no less than 30-minutes before the end of a 5-hour work period. Lab. Code § 512. An employer  
23 may not employ an employee for a work period of more than 10 hours per day without providing the  
24 employee with a second meal period of not less than 30 minutes before the end of the tenth hour of  
25 work. *Id.* If an employer fails to provide an employee a meal period in accordance with the law, the  
26 employer must pay the employee one hour of pay at the employee's regular rate of compensation for  
27 each work day that a legally required meal period was not provided or was not duty free. *Id.*  
28 Additionally, if the employer requires the employee to remain at the work site or facility during the

1 meal period, the meal period must be paid. This is true even where the employee is relieved of all  
2 work duties during the meal period. *Bono Enterprises, In. v. Bradshaw* (1995) 32 Cal.App.4th 968.

3 117. In this case, Defendants did not authorize or permit Plaintiffs C. HERNANDEZ and  
4 M. HERNANDEZ and other non-exempt employees to take legally compliant meal periods by,  
5 including but not limited to, maintaining a policy, practice, and/or procedure whereby they required  
6 they required Plaintiffs C. HERNANDEZ and M. HERNANDEZ and other non-exempt employees  
7 to remain onsite and/or on-call during their 30-minute meal periods thereby resulting in a meal-period  
8 that was not duty-free. Specifically, Plaintiffs C. HERNANDEZ and M. HERNANDEZ and other  
9 non-exempt employees would be required to remain on stand-by in case they were needed to perform  
10 any last-minute changes to the banquet table setup or food and beverage display/setup.

11 118. Defendants failed to provide the employees with premium wages for these non-  
12 compliant meal periods. Defendants' failure to provide the employees with all legally compliant meal  
13 periods was in violation of Labor Code Section 226.7 and the IWC Wage Orders. Accordingly,  
14 Defendants owe each hourly employee wages for these non-compliant meal periods. Alternatively,  
15 when Defendants did pay a meal period premium, the premium was not paid at the Plaintiffs C.  
16 HERNANDEZ and M. HERNANDEZ's and other non-exempt employees' regular rate of pay  
17 because it failed to include all remuneration, including, but not limited to service charges, as outlined  
18 above.

19 **119. Failure to provide non-exempt employees with legally compliant rest breaks**  
20 **and/or pay non-exempt employees' wages to compensate them for workdays Defendants failed**  
21 **to provide legally compliant rest breaks:** Defendants often employ non-exempt employees,  
22 including the named Plaintiffs C. HERNANDEZ and M. HERNANDEZ for shifts longer than 3.5  
23 hours in in length. California law states that "[e]very employer shall authorize and permit all  
24 employees to take rest breaks, which insofar as practicable shall be in the middle of each work period.  
25 The authorized rest break time shall be based on the total hours worked daily at the rate of ten (10)  
26 minutes net rest time per four (4) hours or major fraction thereof. ... If an employer fails to provide  
27 an employee a rest break in accordance with the applicable provisions of this order, the employer  
28 shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each

1 workday that the rest break is not provided.” Wage Order 4, subd. 12; *see* Lab. Code § 226.7. Under  
2 California law, “[e]mployees are entitled to 10 minutes’ rest for shifts from three and one-half to six  
3 hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of  
4 more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)*  
5 (2012) 53 Cal.4th 1004, 1029; Lab. Code §226.7; Wage Order 5, subd. 12. Rest breaks must be in  
6 the middle of each work period. Wage Order 5, subd. 12. Additionally, the rest period requirement  
7 “obligates employers to permit-and authorizes employees to take-off-duty rest periods. *Augustus v.*  
8 *ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must  
9 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

10 120. During the four years prior to the filing of the complaint, Plaintiffs C. HERNANDEZ  
11 and M. HERNANDEZ and other non-exempt employees would work in shifts of more than 6 hours  
12 which is long enough to entitle them to two rest breaks under California law.

13 121. In this case, Defendants did not authorize or permit its California-based, hourly, non-  
14 exempt employees to take legally compliant rest breaks by, including but not limited to, maintaining  
15 a policy, practice, and/or procedure whereby they required Plaintiffs C. HERNANDEZ and M.  
16 HERNANDEZ and other non-exempt employees to remain onsite and/or on-call during their rest  
17 breaks, thereby resulting in a rest break that was not duty-free. Specifically, Plaintiffs C.  
18 HERNANDEZ and M. HERNANDEZ and other non-exempt employees would be required to remain  
19 on stand-by in case they were needed to perform any last-minute changes to the banquet table setup  
20 or food and beverage display/setup.

21 122. Defendants failed to pay employees one hour of pay at their regular rate of pay for  
22 each workday Plaintiffs C. HERNANDEZ and M. HERNANDEZ and employees did not receive all  
23 legally compliant rest breaks. Defendants’ failure to provide the employees with rest breaks was in  
24 violation of Labor Code Section 226.7 and the IWC Wage Orders. Defendants owe each of their  
25 hourly employees for these unpaid rest break wages. Alternatively, when Defendants did pay a rest  
26 break premium, the premium was not paid at the Plaintiffs C. HERNANDEZ and M. HERNANDEZ’s  
27 and other non-exempt employees’ regular rate of pay because it failed to include all remuneration,  
28 including, but not limited to service charges, as outlined above.

1           **123. Pay Stub Violations:** California Labor Code Section 226(a) provides (*inter alia*) that,  
2 upon paying an employee his or her wages, the employer must “furnish each of his or her employees  
3 ... an itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the  
4 employee, except for any employee whose compensation is solely based on a salary and who is  
5 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the  
6 Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece  
7 rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all deductions  
8 made on written orders of the employee may be aggregated and shown as one item, (5) net wages  
9 earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the name of the  
10 employee and his or her social security number, (8) the name and address of the legal entity that is  
11 the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding  
12 number of hours worked at each hourly rate by the employee.”

13           124. Because Defendants failed to compensate Plaintiffs C. HERNANDEZ and M.  
14 HERNANDEZ and other non-exempt employees for all hours worked at the minimum wage and/or  
15 applicable overtime rates of pay, failed to include all remuneration when calculating the applicable  
16 overtime rate of pay, and/or premium pay for any and all missed or on-duty meal periods and/or rest  
17 breaks, Defendants therefore failed to provide Plaintiffs C. HERNANDEZ and M. HERNANDEZ  
18 and other non-exempt employees with complete and accurate itemized wage statements in violation  
19 of Labor Code Section 226(a). Defendants’ intentionally provided inaccurate information, which  
20 prevented Plaintiffs C. HERNANDEZ and M. HERNANDEZ and other non-exempt employees from  
21 knowing the actual wages and calculating their actual wages which caused Plaintiffs C.  
22 HERNANDEZ and M. HERNANDEZ and other non-exempt employees to suffer actual damages.

23           125. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,  
24 on behalf of himself or herself and other current or former employees, to bring a civil action to recover  
25 civil penalties against all Defendants pursuant to the procedures specified in Labor Code section  
26 2699.3.

27           126. Plaintiffs C. HERNANDEZ and M. HERNANDEZ have complied with the  
28 procedures for bringing suit specified in Labor Code section 2699.3. Plaintiff filed notice on June 25,

1 2018 with the Labor and Workforce Development Agency ("LWDA") giving the LWDA written  
2 notice of the specific provisions of the Labor Code alleged to have been violated, including the facts  
3 and theories to support the alleged violations. Plaintiff sent the notices to Defendants by certified  
4 mail. True and correct copies of Plaintiffs C. HERNANDEZ and M. HERNANDEZ's letters are  
5 hereto attached as **Exhibit 1**. Plaintiffs then filed an amended notice with the LWDA the following  
6 day on June 26, 2018. Plaintiff sent the amended notices to Defendants by certified mail. True and  
7 correct copies of Plaintiffs C. HERNANDEZ and M. HERNANDEZ's letters are attached hereto as  
8 **Exhibit 2**. On September 22, 2020, Plaintiffs C. HERNANDEZ and M. HERNANDEZ submitted a  
9 second amended notice. True and correct copies of Plaintiffs C. HERNANDEZ and M.  
10 HERNANDEZ's letters are attached hereto as **Exhibit 3**.

11 127. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by  
12 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code  
13 within 66 days of the date of the complainant's written notice. LWDA did not provide written notice  
14 via certified mail to the parties that it intends to investigate the alleged violations of the Labor Code  
15 within 66 days of the date of the complainant's written notice as of the filing of this First Amended  
16 Complaint, more than 66 days after the amended LWDA letter was sent on June 26, 2018.

17 128. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff C. HERNANDEZ and M.  
18 HERNANDEZ are entitled to recover civil penalties and unpaid wages if applicable for Defendants'  
19 violations of Labor Code 226, 226.7, 510, 512, 1194, 1197 and 1198 during the Civil Penalty Period  
20 in the following amounts:

21 (f) For violations of Labor Code sections 226.7, and 1198; one hundred dollars  
22 (\$100) for each employee per pay period for the initial violation and two hundred dollars (\$200) for  
23 each employee per pay period for each subsequent violation [penalty amounts established by Labor  
24 Code section 2699(f)(2)].

25 (g) For violations of Labor Code section 226, subd. (a), two hundred fifty dollars  
26 (\$250) for each employee for each pay period for the initial violation, and for each subsequent  
27 violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty  
28 amounts established by Labor Code section 226.3].

1 (h) For violations of Labor Code section 226, subd. (a), seven hundred fifty dollars  
2 (\$750) for each employee [penalty amounts established by Labor Code sections 226, subd. (f)].

3 (i) For violations of Labor Code section 510, 512, and 1194, fifty dollars (\$50)  
4 for each employee for each pay period for the initial violation, and for each subsequent violation, one  
5 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts established  
6 by Labor Code section 558].

7 (j) For violations of Labor Codes sections 1194 and 1197, one hundred dollars  
8 (\$100) for each employee per pay period for the initial violation and two hundred dollars (\$200) for  
9 each employee per pay period for each subsequent violation [penalty amounts established by Labor  
10 Code section 1197.7].

11 129. Pursuant to Labor Code section 2699(g), Plaintiff C. HERNANDEZ and M.  
12 HERNANDEZ are entitled to an award of reasonable attorney's fees and costs in connection with his  
13 claims for civil penalties.

14 **PRAYER FOR RELIEF**

15 **WHEREFORE, PLAINTIFFS, ON THEIR BEHALF AND ON BEHALF OF THOSE**  
16 **SIMILARLY-SITUATED, PRAYS AS FOLLOWS:**

17 **ON THE FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH, AND**  
18 **NINTH CAUSES OF ACTION:**

19 1. That the Court determine that this action may be maintained as a class action (for the  
20 entire California Class and/or any and all of the specified sub-classes) pursuant to Code of Civil  
21 Procedure Section 382 and any other applicable law;

22 2. That the named Plaintiff J. HERNANDEZ be designated as class representative for  
23 the California Class (and all sub-classes thereof);

24 3. A declaratory judgment that the practices complained herein are unlawful;

25 4. An injunction against Defendants enjoining them, and any and all persons acting in  
26 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth  
27 herein; and

28 5. For attorneys' fees and costs of suit, including but not limited to that recoverable under

1 Code of Civil Procedure Section 1021.5.

2 **ON THE FIRST CAUSE OF ACTION:**

3 1. That Defendants be found to have violated the minimum wage provisions of the  
4 California Labor Code and the IWC Wage Order as to Plaintiff J. HERNANDEZ and the Minimum  
5 Wage Class;

6 2. For damages, according to proof, including but not necessarily limited to unpaid  
7 wages;

8 3. For any and all legally applicable penalties;

9 4. For liquidated damages pursuant to California Labor Code Section 1194.2;

10 5. For pre-judgment interest, including but not limited to that recoverable under  
11 California Labor Code Section 1194, and post-judgment interest;

12 6. For attorneys' fees and costs of suit, including but not limited to that recoverable under  
13 California Labor Code Section 1194;

14 7. For such and other further relief, in law and/or equity, as the Court deems just or  
15 appropriate.

16 **ON THE SECOND CAUSE OF ACTION:**

17 1. That the Defendants be found to have violated the overtime provisions of the Labor  
18 Code and the IWC Wages Orders as to the Plaintiff J. HERNANDEZ and the Overtime Class;

19 2. For damages, according to proof, including but not necessarily limited to unpaid  
20 wages;

21 3. For any and all legally applicable penalties;

22 4. For pre-judgment interest, including but not limited to that recoverable under  
23 California Labor Code section 1194, and post-judgment interest;

24 5. For attorneys' fees and costs of suit, including but not limited to that recoverable under  
25 California Labor Code section 1194; and,

26 6. For such and other further relief, in law and/or equity, as the Court deems just or  
27 appropriate.

28 **ON THE THIRD CAUSE OF ACTION:**



1 appropriate.

2 **ON THE SIXTH CAUSE OF ACTION:**

3 1. That the Defendants be found to have violated the provisions of the Labor Code  
4 regarding proper itemized paystubs as to the Wage Statement Class;

5 2. For damages and/or penalties, according to proof, including damages and/or statutory  
6 penalties under Labor Code section 226(e) and any other legally applicable damages or penalties;

7 3. For pre-judgment interest and post-judgment interest;

8 4. For attorneys' fees and costs of suit, including but not limited to that recoverable under  
9 California Labor Code section 226(e); and,

10 5. For such and other further relief, in law and/or equity, as the Court deems just or  
11 appropriate.

12 **ON THE SEVENTH CAUSE OF ACTION:**

13 1. That the Defendants be found to have violated the provisions of the Labor Code  
14 regarding payment of wages due upon resignation or termination as to the Waiting Time Class;

15 2. For damages and/or penalties, according to proof, including damages and/or statutory  
16 penalties under Labor Code section 203 and any other legally applicable damages or penalties;

17 3. For pre-judgment interest, including under California Labor Code section 218.6, and  
18 post-judgment interest; and,

19 4. For such and other further relief, in law and/or equity, as the Court deems just or  
20 appropriate.

21 **ON THE EIGHTH CAUSE OF ACTION:**

22 1. That the Defendants be found to have violated Business and Professions Code section  
23 17200 for the conduct alleged herein as to all Classes;

24 2. A declaratory judgment that the practices complained herein are unlawful;

25 3. An injunction against Defendants enjoining them, and any and all persons acting in  
26 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth  
27 herein;

28 4. For restitution to the full extent permitted by law; and,



# **Exhibit B**

**2NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION**

*Jose Hernandez v. Hilton Management LLC, et al.*

Superior Court of the State of California, County of Los Angeles, Case No. 18STCV10071

**YOU ARE NOT BEING SUED. THIS IS NOT AN AD.**

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.**

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>Do Nothing and Receive a Payment</b>	<p>To receive a cash payment from the Settlement, you do <b>not</b> have to do anything.</p> <p><b>Your estimated Individual Settlement Payment is: \$&lt;&lt;__&gt;&gt;. See the explanation in Section 5 below.</b></p> <p>After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendants as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 7 below.</p>
<b>Exclude Yourself and Get No Payment</b>	<p>To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator as provided below. <b>If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement.</b></p> <p>You will still receive an Individual PAGA Payment and release the Released PAGA Claims if you are a PAGA Employee (described below).</p> <p>Instructions are set forth in Section 8 below.</p>
<b>Object</b>	<p>If you do not exclude yourself from the settlement, you may write to the Court about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection.</p> <p>Directions are provided in Section 9 below.</p>

**1. Why did I get this Notice?**

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Los Angeles (the “Court”) has been reached between Plaintiff Jose Hernandez (“Plaintiff”) and Defendants Hilton Management LLC, Park Hotels and Resorts Inc (f/k/a Hilton Worldwide, Inc., Hilton Domestic Operating Company Inc. (erroneously sued as Hilton Domestic Operating Company LLC), and Hilton Hotel Employer LLC (“Defendants”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Class, which means you may be a non-exempt employee who works or worked for Defendants at the Beverly

Hilton Hotel (the “Hotel”) in Beverly Hills, California at any time during the Class Period. If you are a member of the “Class” you are either a Banquet Class Member or a Non-Banquet Class Member, as defined below:

“Banquet Class Members” means Class Members who worked in the Hotel’s Banquet Department during the Class Period.

“Non-Banquet Class Members” means all other Class Members who did not work in the Hotel’s Banquet Department during the Class Period.

The Class Period is the period of time from December 28, 2014 through July 26, 2022.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

## **2. What is this class action lawsuit about?**

On December 28, 2018, Plaintiff Jose Hernandez filed a civil Complaint against Defendants in Los Angeles County Superior Court entitled *Jose Hernandez, on behalf of himself and others similarly situated v. Hilton Management LLC; Hilton Worldwide, Inc.; Hilton Domestic Operating Company LLC; and Does 1 to 100, Inclusive*, Case Number 18STCV10071 (the “Action”). Carlos Hernandez and Miguel Hernandez were subsequently added as representative Plaintiffs. The Action, as amended, alleges that Plaintiffs and Class Members were not paid all earned wages and did not receive all required meal and rest breaks and/or compliant premiums, all wages were not paid upon separation of employment, and paystubs did not contain all required information required by law. Plaintiffs further allege that as a result, Defendants also engaged in unfair competition, and are liable for associated penalties under the California Labor Code and California Private Attorneys General Act of 2004 (“PAGA”).

Defendants strongly deny and dispute all of the claims asserted against them. Specifically, Defendants contend that Plaintiff and the Class Members have been properly compensated and have been provided with all required meal and rest periods and/or required premiums. Defendants further contend that there were lawful wage and hour policies, practices, and procedures in effect during the Class Period, that Defendants complied with California wage statement requirements; that Defendants are not liable for any of the damages or penalties claimed or that could be claimed in the Action; and that the Action cannot be maintained as a class action. **The Court has made no ruling on the merits of Plaintiffs’ claims.**

The Court granted preliminary approval of the Settlement on [PRELIMINARY APPROVAL DATE]. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and for Joseph Lavi, Vincent Granberry, and Melissa A. Huether of Lavi & Ebrahimian, LLP to serve as Class Counsel.

## **3. What are the terms of the Settlement?**

Plaintiffs and Defendants have agreed to settle this case on behalf of themselves and the Class Members in exchange for the Maximum Settlement Amount of Five Million Five Hundred Eighty-Five Thousand Dollars and Zero Cents (\$5,585,000.00) to be paid by Hilton in full satisfaction of

all claims arising from the Action. The Maximum Settlement Amount includes (1) all Individual Settlement Payments to Participating Class Members and to the PAGA Members, (2) Class and PAGA Representative Enhancement Payments to Jose Hernandez, Carlos Hernandez, and Miguel Hernandez of Eight Thousand Nine Hundred Dollars and Zero Cents (\$8,900.00) each, for a total of Twenty Six Thousand Seven Hundred Dollars and Zero Cents (\$26,700.00) for their time and effort in pursuing this case, (3) Settlement Administration Costs estimated to be Twenty-Three Thousand Dollars and Zero Cents (\$23,000.00), (4) a Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00) payment to the California Labor and Workforce Development Agency (“LWDA”) and a Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) payment to be distributed to all Class Members who were employed at the Hotel during the period from June 25, 2017 through July 26, 2022 (“PAGA Members”) (collectively, the “PAGA Settlement Amount”) for settlement of the PAGA claims, and (5) subject to Court approval of an application for fees and costs, an award of up to One Million Eight Hundred Sixty-One Thousand Six Hundred Sixty-Six Dollars and Zero Cents (\$1,861,666.00) in attorneys’ fees and up to Forty Thousand Dollars and Zero Cents (\$40,000.00) in litigation costs to Class Counsel, who has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.

The Maximum Settlement Amount is split between the Banquet Class and the Non-Banquet Class as follows

- The “Banquet Settlement Amount” is the portion of the Maximum Settlement Amount allocated to resolving all claims asserted on behalf of the Banquet Class and Banquet PAGA Members, or One Million Two Hundred Twenty Thousand Dollars and Zero Cents (\$1,263,000.00). After deducting 50% of the Class and PAGA Representative Enhancement Payments to Plaintiffs, 50% of the Settlement Administration Costs, the Banquet PAGA Settlement Amount, and 50% of the attorneys’ fees and costs, a total of approximately \$ [REDACTED] will be available to the Banquet Class Members who do not opt out of the Settlement (“Net Banquet Settlement Amount”).
- The “Non-Banquet Settlement Amount” is the portion of the Maximum Settlement Amount allocated to resolving all claims asserted on behalf of the Non-Banquet Class and Non-Banquet PAGA Members, or Four Million Sixty-Five Thousand Dollars and Zero Cents (\$4,322,000.00). After deducting 50% of the Class and PAGA Representative Enhancement Payments to Plaintiffs, 50% of the Settlement Administration Costs, the Non-Banquet PAGA Settlement Amount, and 50% of the attorneys’ fees and costs, a total of approximately \$ [REDACTED] will be available to the Banquet Class Members who do not opt out of the Settlement (“Net Banquet Settlement Amount”).

#### **4. Plan of Distribution to Class Members**

Banquet Class Members and Non-Banquet Class Members will be allocated a “Individual Settlement Payment” based on the number of “Shifts” each worked during the Class Period. “Shifts” means number of shifts worked by each Class Member as a non-exempt employee at the Hotel during the Class Period.

If you are a Banquet Class Member, your share will be calculated using the following formula:  
Individual Settlement Payment = (Net Banquet Settlement Amount ÷ Total Banquet Shifts during

the Class Period) x individual Shifts for each individual Participating Banquet Class Member during the Class Period.

If you are a Non-Banquet Class Member, your share will be calculated using the following formula: Individual Settlement Payment = (Net Non-Banquet Settlement Amount ÷ Total Non-Banquet Shifts during the Class Period) x individual Shifts for each individual Participating Non-Banquet Class Member during the Class Period.

In addition, all PAGA Members will receive an Individual PAGA Payment regardless of whether or not they opt out of the Settlement in exchange for their release the claims alleged in the Action under PAGA. You are a PAGA Member if you are a Banquet Class Member or Non-Banquet Class Member who worked for Defendants during the PAGA Period. The PAGA Period is from June 25, 2017 through July 26, 2022.

- The Non-Banquet PAGA Settlement Amount will be \$38,457.90. Of this seventy-five (75%), or \$28,843.43 will be distributed to the LWDA and the remaining 25%, or \$9,614.47 will be distributed to the Non-Banquet Class Members based on their number of Shifts during the PAGA Period using the following formula: Individual PAGA Payment = (Non-Banquet PAGA Settlement Amount ÷ Total Non-Banquet Shifts during the PAGA Period) x individual Shifts for each individual Participating Non-Banquet PAGA Member during the PAGA Period.
- The Banquet PAGA Settlement Amount will be \$11,542.10. Of this seventy-five (75%), or \$8,656.58 will be distributed to the LWDA and the remaining 25%, or \$2,885.52 will be distributed to the Banquet Class Members based on their number of Shifts during the PAGA Period using the following formula: Individual PAGA Payment = (Banquet PAGA Settlement Amount ÷ Total Banquet Shifts during the PAGA Period) x individual Shifts for each individual Participating Banquet PAGA Member during the PAGA Period

Tax Matters. IRS Forms W-2 and 1099-MISC will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments Class Members receive under the Settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 25% of each Individual Settlement Payment will be allocated as alleged unpaid wages, 37.5% will be allocated as alleged unpaid interest, and the remaining 37.5% will be allocated as alleged unpaid civil penalties. Each Individual PAGA Payment shall be treated as 100% penalties and be reported on an IRS Form 1099. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each individual are unique to him/her, and each individual may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering a judgment.

## **5. What Do I Release Under the Settlement?**

Released Class Claims. Upon the Effective Date and the full funding of the Settlement, Plaintiffs and all Participating Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged with respect to all of the Released Parties any and all Released Class Claims during the Class Period.

The “Released Class Claims” includes: all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever released by Plaintiffs and the Participating Class Members including without limitation statutory, constitutional, contractual, or common law claims, whether known or unknown, against the Released Parties (as defined below), or any of them, for any type of relief and penalties that accrued during the Class Period, and as a result of Class Members’ employment with Defendants, which relate to or arise under any state or local law or state administrative order that were pled or could have been pled based on the claims alleged in the operative complaint and FAC in the Class Action, the merits of which Defendants dispute, include, without limitation, all claims for and related to unpaid wages, including but not limited to: (1) failure to properly calculate and to pay wages for all hours of work at the legal minimum wage rate in violation of all applicable sections of the California Labor Code (“Labor Code”) and the Wage Orders; (2) failure to properly calculate and pay overtime, double-time, reporting time, and paid sick leave in violation of all applicable sections of the Labor Code the Wage Orders; (3) failure to include all remuneration when calculating the overtime and double-time rate of pay in violation of all applicable sections of the Labor Code and the Wage Orders; (4) failure to provide all legally required and legally compliant meal periods in violation of all applicable sections of the Labor Code and the Wage Orders; (5) failure to provide all legally required and legally compliant rest periods in violation of all applicable sections of the Labor Code and the Wage Orders; (6) failure to pay premiums for missed, late, short or interrupted meal or rest periods and failure to pay such premiums at the regular rate of compensation in violation of all applicable sections of the Labor Code and the Wage Orders; (7) failure to provide complete and accurate wage statements and maintain accurate records in violation of all applicable sections of the Labor Code; (8) failure to timely pay wages due at time of separation of employment in violation of all applicable sections of the Labor Code; (9) failure to treat mandatory service charges as tip wages; (10) unfair business practices in violation of Business and Professions Code section 17200 *et seq.*; (11) any claim for penalties arising out of or related to the claims in this Paragraph 42, including but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting time penalties; (12) penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698 *et seq.* for violations of the Labor Code that were alleged in the FAC or which could have been alleged based on the facts therein, including but not limited to §§ 226, 226.7, 510, 512, 1194, 1197 and 1198; (13) claims for injunctive relief; (14) punitive damages; (15) liquidated damages; (16) penalties of any nature; (17) interest; (18) attorneys’ fees; and (19) costs. The Released Class Claims also include claims arising under the California Labor Code (including but not limited to Labor Code sections 200, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 223, 225, 225.5, 226, 226.7, 233, 245, 246, 248.5, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198) and the Wage Orders as to the facts alleged in the FAC and all claims that could have been pled based on facts alleged therein; the California Civil Code, including but not limited to sections 3287 and 3289; and California Code of Civil Procedure section 1021.5.

Released PAGA Claims. Upon the Effective Date and Defendants’ full funding of the Settlement, Plaintiffs, the State of California (including the LWDA), and all PAGA Aggrieved Employees will also be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged with respect to all of the Released Parties any and all Released PAGA Claims during the PAGA Period. The Parties acknowledge and agree that there is no right for any Class Member

to opt out or otherwise exclude himself or herself from the Settlement of the PAGA claims in the Action.

The “Released PAGA Claims” are all claims against the Released Parties for civil and statutory penalties, attorneys’ fees, and costs arising under PAGA released by Plaintiffs, the State of California (including the LWDA), and the PAGA Members that accrued during the PAGA Period, and as a result of the PAGA Members’ employment with Defendants, that were pled or could have been pled based on the claims alleged in the operative complaint and FAC in the PAGA Action and Plaintiffs’ June 25, 2018, June 26, 2018, and October 9, 2020 notices to the LWDA.

The “Released Parties” are (i) Defendants; (ii) Oasis West Realty LLC (“Owner”); (iii) each of Defendants’ and Owner’s past, present and future parents, subsidiaries, divisions, concepts, related and affiliated entities including, without limitation, and any corporation, limited liability company, partnership, trust, foundation, and non-profit entity which controls, is controlled by, or is under common control with Defendants and/or Owner; (iv) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, payroll service providers, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing.

This means that, if you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about the Released Claims resolved by this Settlement. It also means that all of the Court’s orders in the Action will apply to you and legally bind you.

**6. How much will my payment be?**

Defendants’ records reflect that you are a [Banquet Class Members or Non-Banquet Class Member].

Defendants’ records reflect that you worked <<\_\_\_\_\_>> Shifts for Defendants as an hourly non-exempt employee in California during the Class Period.

Based on this information, your estimated Individual Settlement Payment is approximately <<\_\_\_\_\_>>.

If you believe the information provided above as to the number of your Shifts is incorrect and wish to dispute it, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than [Response Deadline]. If you dispute the information stated above, the information Defendants provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

Defendants’ records also reflect that you [are/are not] a PAGA Member. Based on this information your estimated Individual PAGA Payment is <<\_\_\_\_\_>>.

## 7. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your Individual Settlement Payment and, if applicable, Individual PAGA Payment will be mailed automatically to the same address as this Class Notice if the Settlement is approved by the Court. **You are not required to go to court or pay anything to the lawyers in this case.** If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: (800) \_\_\_\_\_.

The Court will hold a Final Approval Hearing on \_\_\_\_\_, at \_\_\_\_\_ to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately four months after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

## 8. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Settlement Payment from the Settlement, and you will not be bound by the Settlement which means you will retain the right to sue Defendants for Released Class Claims.**

To opt out, you must mail to the Settlement Administrator a written request to opt-out postmarked no later than [Response Deadline]. The written request to opt-out must be received by the Settlement Administrator and must: (a) be signed by the Class Member; (b) contain the name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state that the Class Member received the Notice, does not wish to participate in the settlement, and wants to be excluded from the settlement; (d) be returned by first class mail or equivalent to the Settlement Administrator at the specified address; and (e) be postmarked by [Response Deadline] and returned to the Settlement Administrator at the specified address stated in the Class Notice.

The address for the Settlement Administrator is \_\_\_\_\_.  
Written requests for exclusion that are postmarked after [Response Deadline], or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

If you opt out, you will still receive your Individual PAGA Settlement Payment in exchange for your release of the claims alleged in this lawsuit under PAGA and be bound by the judgment in this case regarding the PAGA claims, but you will not be deemed to have released any other claims due to this Settlement or bound by any other aspect of the judgment in this case.

## 9. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out (i.e., Participating Class Member) and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the enhancement award, either in writing or in

person. A written objection (“Notice of Objection”) must be in writing must include: (a) the objector’s full name, signature, address, telephone number, and the last four digits of the objector’s social security number; (b) the dates the objector was employed by Defendant in California; and (c) a written statement of all grounds for the objection and copies of supporting documents, if any. A Participating Class Member may also appear at the Final Approval hearing, either in person or through his or her own attorney, if he or she wishes to object to the Settlement.

All written objections must be mailed to the Settlement Administrator at [REDACTED], no later than [Response Deadline].

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Participating Class Members who do not object and you will still be mailed a check for your Individual Settlement Payment [and Individual PAGA Payment].

The addresses for Parties’ counsel are as follows:

**Class Counsel:**

Joseph Lavi, Esq. (State Bar No. 209776)  
Vincent Granberry, Esq. (State Bar No. 276483)  
Melissa A. Huether, Esq. (State Bar No. 316604)  
**LAVI & EBRAHIMIAN, LLP**  
8889 W. Olympic Blvd., Suite 200  
Beverly Hills, California 90211  
Telephone: (310) 432-0000  
Facsimile: (310) 432-0001

**Counsel for Defendant:**

Robert D. Vogel (SBN 063091)  
Cynthia L. Filla (SBN 184638)  
Connie L. Chen (SBN 275649)  
JACKSON LEWIS P.C.  
725 South Figueroa Street, Suite 2500  
Los Angeles, California 90017-5408  
Telephone: (213) 689-0404  
Facsimile: (213) 689-0430

**10. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED], at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, California 90012, in Department SSC1 before Judge Stuart M. Rice. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing if they wish, either in person or remotely using the LA CourtConnect procedure at <https://www.lacourt.org/lacc/>. If the hearing is continued, notice will be posted on the Settlement Administrator’s website at [REDACTED]. In addition, hearing dates are posted on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 18STCV10071.

**11. How do I get more information about the Settlement?**

You may call the Settlement Administrator at [REDACTED].

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment or other Settlement documents by going to the Settlement Administrator's website at [\[REDACTED\]](#). You may also get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles and entering the Case No. 18STCV10071. If you wish to view the Court files in person, you must make an appointment with the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**