



1           4.       On October 30, 2020, Plaintiff provided an amended written notice to the LWDA by  
2 online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section  
3 2699.3 (“PAGA Letter”) of the specific provisions of the California Labor Code alleged to have been  
4 violated by Defendant.

5           5.       On January 4, 2021, Plaintiff filed a First Amended Class Action Complaint  
6 (“Operative Complaint”) in the Federal Action, which additionally asserted a regular rate claim due to  
7 Defendant’s alleged failure to factor hotel room stays into the regular rate of pay for purposes of  
8 overtime compensation, claims for the unpaid value of unused hotel room stays for all individuals  
9 whose employment was terminated during the statutory period, and added a regular rate subclass and  
10 an unpaid hotel room bonus subclass to the proposed class.

11           6.       On March 19, 2021, the court in the Federal Action granted in part and denied in part  
12 Defendant’s motion for judgement on the pleadings and dismissed Plaintiff’s fourth cause of action  
13 for failure to furnish accurate, itemized wage statements.

14           7.       On May 25, 2021, the court in the Federal Action granted Plaintiff’s motion for class  
15 certification and certified the following class and subclasses:

16               Class: All individuals who were employed by Defendants in the State of California at  
17 any time during the period from April 24, 2016 to final judgment (the “Relevant  
18 Period”) and who fall within the definition of one or all of the following Subclasses:

19               Subclass 1: All members of the Class whose employment was terminated (including,  
20 without limitation, temporarily laid off, laid off, or “furloughed”) and who were not  
21 paid for vested vacation time and/or floating holidays immediately upon cessation of  
22 their employment within the Relevant Period.

23               Subclass 2: All members of the Class whose employment was terminated (including,  
24 without limitation, temporarily laid off, laid off, or “furloughed”) and who were not  
25 paid for vested non-discretionary hotel room bonuses immediately upon cessation of  
26 their employment within the Relevant Period.

27               Subclass 3: All members of the Class who are or were hourly-paid and/or non-exempt,  
28 who worked overtime and received overtime pay, and who earned non-discretionary

1 hotel room bonuses during the Relevant Period.

2 The court in the Federal Action appointed Plaintiff as the class representative and  
3 Blackstone Law, APC as class counsel.

4 8. Notwithstanding anything to the contrary in this Settlement Agreement, while the Class  
5 definition includes “All individuals who were employed by Defendants in the State of California at  
6 any time during the period from April 24, 2016 to final judgment (the “Relevant Period”)...”, the  
7 scope of this case is limited to only those individuals who were employed by Defendant in  
8 approximately March 2020 when Defendant furloughed many of its California employees in response  
9 to the Covid-19 pandemic, and runs through approximately June to August 2020, when Defendant  
10 paid its terminated employees all money owed for vested vacation time and/or floating holidays.

11 9. On November 2, 2021, the Parties participated in mediation with Jeffrey Krivis, Esq.,  
12 which did not result in a settlement at that time. The data provided in preparation for mediation was  
13 limited to the scope of the action as set forth in detail in the preceding paragraph.

14 10. On February 14, 2022, the court in the Federal Action granted Defendant’s motion for  
15 summary judgment, denied Plaintiff’s motion for summary judgment, and dismissed the Federal  
16 Action with prejudice. Plaintiff timely filed a Notice of Appeal to the United States Court of Appeals  
17 for the Ninth Circuit.

18 11. On September 22, 2023, the Ninth Circuit Court of Appeal issued its Opinion in which  
19 it reversed the district court’s grant of summary judgment in favor of Defendant as to the vacation pay  
20 and waiting time penalties claims, remanded the case for the court to consider whether Defendant  
21 acted willfully within the meaning of California Labor Code Section 203, and reversed the grant of  
22 summary judgment as to Plaintiff’s PAGA and unfair competition claims.

23 12. On July 11, 2024, the Parties participated in a second mediation with Jeffrey A. Ross,  
24 Esq., which did not result in a settlement at that time. However, after further negotiations and with the  
25 assistance of the mediator’s evaluations, the Parties subsequently reached the settlement that is  
26 memorialized herein.

27 ///

28 ///

1           13.     Following Defendant’s motion for judgment on the pleadings, cross-motions for  
2 summary judgment, and the Ninth Circuit Court of Appeals’ Opinion, the following claims remain  
3 viable in the Operative Complaint as to Subclass 1:

- 4           a.     Waiting time penalties under California Labor Code Sections 201, 203, and 227.3;
- 5           b.     Unfair and unlawful business practices under California Business & Professions Code  
6                 Section 17200, *et seq.* based on violations of waiting time penalties under California  
7                 Labor Code Sections 201, 203, and 227.3; and
- 8           c.     PAGA based on violations of waiting time penalties under California Labor Code  
9                 Sections 201, 203, and 227.3.

10          14.     Subclass 2 and Subclass 3 no longer have viable claims.

11          15.     The Parties have agreed to remand the Federal Action to the Los Angeles County  
12 Superior Court immediately upon execution of this Settlement Agreement.

13          16.     Defendant denies all material allegations set forth in the Action and has asserted  
14 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,  
15 Defendant desires to fully and finally settle the Action, Released Class Claims (as defined herein), and  
16 Released PAGA Claims (as defined herein).

17          17.     Class Counsel diligently investigated and litigated the class and PAGA claims against  
18 Defendant, including any and all applicable defenses and the applicable law. The investigation and  
19 litigation included, *inter alia*, the exchange of information, data, and documents, multiple sets of  
20 voluminous written discovery, depositions of numerous corporate representatives and witnesses,  
21 review of corporate policies and practices, defending against challenges to the pleadings, cross-  
22 motions for summary judgment, and a partially successful appeal in the Ninth Circuit Court of  
23 Appeals. The Parties have engaged in sufficient formal and informal discovery and investigation as  
24 well as litigation to assess the relative merits of the claims and contentions of the Parties.

25          18.     The Parties’ settlement discussions were conducted at arms’ length, and the Settlement  
26 is the result of an informed and detailed analysis of Defendant’s potential liability and exposure in  
27 relation to the costs and risks associated with continued litigation. Based on Class Counsel’s  
28 investigation and evaluation, Class Counsel believes that the settlement with Defendant for the

1 consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate  
2 and is in the best interest of the Class Members, State of California, and PAGA Employees in light of  
3 all known facts and circumstances, including the risk of significant delay and uncertainty associated  
4 with litigation and various defenses asserted by Defendant.

5 19. The Parties expressly acknowledge that this Settlement Agreement is entered into  
6 solely for the purpose of compromising significantly disputed claims and that nothing herein is an  
7 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not  
8 approved, it will be of no force or effect, and the Parties shall be returned to their original respective  
9 positions.

### 10 **DEFINITIONS**

11 20. The following definitions are applicable to this Settlement Agreement. Definitions  
12 contained elsewhere in this Settlement Agreement will also be effective.

13 a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for  
14 Class Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and  
15 to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 23.

16 b. “Class” or “Class Member(s)” means all individuals who were employed by  
17 Defendant in the State of California at any time during the Class Period whose employment was  
18 terminated (including, without limitation, temporarily laid off, laid off, or “furloughed”) and who were  
19 not paid for vested vacation time and/or floating holidays immediately upon cessation of their  
20 employment within the Class Period.

21 c. “Class Counsel” means Jonathan M. Genish, Matthew Dietz, Karen I. Gold,  
22 Marissa A. Mayhood, and Alexandra Rose of Blackstone Law, APC, who will seek to be appointed  
23 counsel for the Class.

24 d. “Class List” means a complete list of all Class Members that Defendant will  
25 diligently and in good faith compile from its records and provide to the Settlement Administrator. The  
26 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following  
27 information for each Class Member: (1) full name; (2) last known email address; (3) last known  
28 mailing address; (4) Social Security number; (5) hourly rate of pay; and (6) full time or part time

1 designation.

2 e. "Class Notice" means the Notice of Class Action Settlement, substantially in  
3 the form attached hereto as "Exhibit A."

4 f. "Class Period" means the period from April 24, 2016 through October 30, 2024.

5 g. "Class Settlement" means the settlement and resolution of all Released Class  
6 Claims.

7 h. "Court" means the Superior Court of the State of California for the County of  
8 Los Angeles.

9 i. "Defendant's Counsel" means Michael Afar and Brian P. Long of Seyfarth  
10 Shaw LLP.

11 j. "Dispute" means a letter submitted by a Class Member disputing the Individual  
12 Settlement Payment and/or hourly rate of pay to which they have been credited, which must: (a)  
13 contain the case name and number of the Action; (b) contain the Class Member's full name, signature,  
14 address, telephone number, and the last four (4) digits of the Class Member's Social Security number;  
15 (c) clearly state that the Class Member disputes the amounts credited to the Class Member and what  
16 the Class Member contends is the correct rate; and (d) be returned by email or mail to the Settlement  
17 Administrator at the specified address, emailed or postmarked on or before the Response Deadline.

18 k. "Effective Date" means the date by when both of the following have occurred:  
19 (a) the Court enters the Judgment; and (b) the Judgment is final. The term "final" shall mean the latest  
20 of: (i) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the  
21 date of dismissal of such appeal, or the expiration of the time to file a petition for review to the  
22 California Supreme Court and/or a petition for writ of certiorari to the United States Supreme Court,  
23 or (ii) if a petition for review or writ of certiorari is filed, the date of denial of the petition for review  
24 or writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal  
25 is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

26 l. "Enhancement Payment" means the amount to be paid to Plaintiff, in  
27 recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA  
28 Employees, and general release of claims, as set forth in Paragraph 24.

1 m. “Final Approval” means the determination by the Court that the Settlement is  
2 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

3 n. “Final Approval Hearing” means the hearing at which the Court will consider  
4 and determine whether the Settlement should be granted Final Approval.

5 o. “Final Approval Order” means the order granting final approval of the  
6 Settlement.

7 p. “Gross Settlement Amount” means the amount of Eleven Million Eight  
8 Hundred and Fifty Thousand Dollars and Zero Cents (\$11,850,000.00) to be paid by Defendant in full  
9 satisfaction of the Action, Released Class Claims, and Released PAGA Claims, which includes all  
10 Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs,  
11 and Net Settlement Amount to be paid to the Settlement Class Members. The Gross Settlement  
12 Amount is non-reversionary; no portion of the Gross Settlement Payment will return to Defendant.  
13 The Gross Settlement Amount is subject to increase, as provided in Paragraph 27.

14 q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee  
15 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be  
16 calculated in accordance with Paragraph 29.

17 r. “Individual Settlement Payment” means the *pro rata* share of the Net  
18 Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be  
19 calculated in accordance with Paragraph 27.

20 s. “Judgment” means the judgment entered by the Court upon granting final  
21 approval of the Settlement.

22 t. “LWDA Payment” means the amount of Three Hundred and Seventy-Five  
23 Thousand Dollars and Zero Cents (\$375,000.00), i.e., 75% of the PAGA Amount, that the Parties have  
24 agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 25.

25 u. “Net Settlement Amount” means the portion of the Gross Settlement Amount  
26 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount  
27 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and  
28 Settlement Administration Costs.

1 v. “Notice of Objection” means a Settlement Class Member’s written objection to  
2 the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the  
3 objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s  
4 Social Security number; (c) contain a written statement of all grounds for the objection accompanied  
5 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents  
6 upon which the objection is based; and (e) be returned by email or mail to the Settlement Administrator  
7 at the specified address, emailed or postmarked on or before the Response Deadline.

8 w. “PAGA Amount” means the allocation of Five Hundred Thousand Dollars and  
9 Zero Cents (\$500,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five  
10 percent (75%) of the PAGA Amount, or \$375,000.00, will be paid to the LWDA (*i.e.*, the LWDA  
11 Payment) and the remaining twenty-five percent (25%), or \$125,000.00, will be distributed to the  
12 PAGA Employees (*i.e.*, the PAGA Employee Amount).

13 x. “PAGA Employee(s)” means all individuals who were employed by Defendant  
14 in the State of California at any time during the PAGA Period whose employment was terminated  
15 (including, without limitation, temporarily laid off, laid off, or “furloughed”) and who were not paid  
16 for vested vacation time and/or floating holidays immediately upon cessation of their employment  
17 within the PAGA Period.

18 y. “PAGA Employee Amount” means the amount of One Hundred Twenty-Five  
19 Thousand Dollars and Zero Cents (\$125,000.00), *i.e.*, 25% of the PAGA Amount, to be distributed to  
20 PAGA Employees.

21 z. “PAGA Period” means the period from April 23, 2019 through October 30,  
22 2024.

23 aa. “PAGA Settlement” means the settlement and resolution of all Released PAGA  
24 Claims.

25 bb. “Preliminary Approval” means the date on which the Court enters the  
26 Preliminary Approval Order.

27 ///

28 ///

1 cc. “Preliminary Approval Order” means the order granting preliminary approval  
2 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by  
3 the Court.

4 dd. “Released Class Claims” means any and all claims, rights, demands, charges,  
5 complaints, causes of action, obligations, damages, penalties, interest, or liability of any and every  
6 kind, which were alleged or could have been alleged based on the facts in the Operative Complaint,  
7 arising during the Class Period for Defendant’s alleged failure to timely pay all wages and/or vested  
8 vacation time/paid time off and/or floating holidays immediately upon termination (including, without  
9 limitation, temporarily laid off, laid off, or “furloughed”) in or around March 2020 in connection with  
10 the Covid-19 pandemic, allegedly in violation of California Labor Code Sections 201, 203, and 227.3,  
11 and for the alleged violation of California Business and Professions Code sections 17200, *et seq.* based  
12 on the aforementioned California Labor Code alleged violations.

13 ee. “Released PAGA Claims” means any and all claims, rights, demands, charges,  
14 complaints, causes of action, obligations, damages, penalties, interest, or liability of any and every  
15 kind, which were alleged or could have been alleged based on the facts in the Operative Complaint,  
16 for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections  
17 2698 *et seq.*, as alleged in the PAGA Letter and/or Operative Complaint, arising in or around March  
18 2020 for Defendant’s alleged failure to timely pay all wages and/or vested vacation time/paid time off  
19 and/or floating holidays immediately upon termination (including, without limitation, temporarily laid  
20 off, laid off, or “furloughed”) in connection with the Covid-19 pandemic, allegedly in violation of  
21 California Labor Code Sections 201, 203, and 227.3.

22 ff. “Released Parties” means Defendant and its former and present directors,  
23 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,  
24 subsidiaries, and affiliates.

25 gg. “Request for Exclusion” means a letter submitted by a Class Member indicating  
26 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number  
27 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and  
28 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class

1 Member does not wish to be included in the Class Settlement; and (d) be returned by email or mail to  
2 the Settlement Administrator at the specified address, emailed or postmarked on or before the  
3 Response Deadline.

4 hh. “Response Deadline” means the deadline by which Class Members must submit  
5 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five  
6 (45) calendar days from the initial emailing and/or mailing of the Class Notice by the Settlement  
7 Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which  
8 case the Response Deadline will be extended to the next day on which the United States Postal service  
9 is open. The Response Deadline may also be extended by express agreement between Class Counsel  
10 and Defendant’s Counsel. Under no circumstances, however, will the Settlement Administrator have  
11 the authority to extend the Response Deadline. In the event that a Class Notice is re-emailed or re-  
12 mailed to a Class Member, the Response Deadline for that Class Member shall be extended fifteen  
13 (15) calendar days from the original Response Deadline.

14 ii. “Settlement Administrator” means Apex Class Action LLC, or any other third-  
15 party class action settlement administrator agreed to by the Parties and approved by the Court for  
16 purposes of administering the Settlement. The Parties and their counsel each represent that they do  
17 not have any financial interest in the Settlement Administrator or otherwise have a relationship with  
18 the Settlement Administrator that could create a conflict of interest.

19 jj. “Settlement Administration Costs” means the costs payable from the Gross  
20 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in  
21 Paragraph 26.

22 kk. “Settlement Class” or “Settlement Class Member(s)” means all Class Members  
23 who do not submit a timely and valid Request for Exclusion.

24 **CLASS CERTIFICATION**

25 21. The Class has been previously certified as a class.

26 22. Should, for whatever reason, the Court not grant Final Approval, the Parties’ shall  
27 return to their pre-Settlement positions relating to certification of the claims in dispute.

28 ///

1 **TERMS OF THE AGREEMENT**

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

4 23. Attorneys’ Fees and Costs. Defendant agrees not to oppose or impede any application  
5 or motion by Class Counsel for attorneys’ fees in the amount up to 35% of the Gross Settlement  
6 Amount (*i.e.*, \$4,147,500.00 if the Gross Settlement Amount is \$11,850,000.00) and reimbursement  
7 of actual costs and expenses associated with Class Counsel’s litigation and settlement of the Action,  
8 in an amount not to exceed Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00),  
9 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all  
10 work performed and any and all costs incurred by Class Counsel in connection with the litigation of  
11 the Action, including without limitation all work performed and costs incurred to date, and all work  
12 to be performed and all costs to be incurred in connection with obtaining the Court’s approval of this  
13 Settlement Agreement, including any objections raised and any appeals necessitated by those  
14 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this  
15 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement  
16 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys’ Fees and Costs. Any  
17 portion of the requested Attorneys’ Fees and Costs that is not awarded by the Court to Class Counsel  
18 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

19 24. Enhancement Payment. Defendant agrees not to oppose or impede any application or  
20 motion by Plaintiff for an Enhancement Payment in the amount up to Twenty-Five Thousand Dollars  
21 and Zero Cents (\$25,000.00). The Enhancement Payment, which will be paid from the Gross  
22 Settlement Amount, subject to Court approval, will be in addition to her Individual Settlement  
23 Payment as a Settlement Class Member and Individual PAGA Payment as a PAGA Employee.  
24 Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax  
25 purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue  
26 an IRS Form 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested  
27 Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated to the Net  
28 Settlement Amount for the benefit of the Settlement Class Members.

1           25.    PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of  
2 Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) shall be allocated from the Gross  
3 Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code  
4 Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$375,000.00,  
5 will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$125,000.00,  
6 will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis (i.e.,  
7 the Individual PAGA Payments).

8           26.    Settlement Administration Costs. The Settlement Administrator will be paid for the  
9 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,  
10 which is currently not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00). These  
11 costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include,  
12 *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices  
13 and other documents for the Settlement, calculating and distributing payments due under the  
14 Settlement, issuing of 1099 IRS Forms and all required tax reporting, filings, withholdings, and  
15 remittances, providing necessary reports and declarations, and other duties and responsibilities set  
16 forth herein to process the Settlement, and as requested by the Parties. To the extent the actual  
17 Settlement Administrator's costs are greater than the estimated amount stated herein, such excess  
18 amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any  
19 portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not  
20 in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement  
21 administration duties shall be reallocated to the Net Settlement Amount for the benefit of the  
22 Settlement Class Members.

23           27.    Escalator Clause. Defendant has represented that there is a total of 6,187 Class  
24 Members during the Class Period. If it is determined by the Settlement Administrator that the total  
25 number Class Members during the Class Period actually exceeds 6,187 by more than 5% (i.e., by more  
26 than 6,496 Class Members), then the Gross Settlement Amount will be increased on a *pro rata* basis  
27 equal to the percentage increase in the number of Class Members above 5%.

28    ///

1           28.    Individual Settlement Payment Calculations. Individual Settlement Payments will be  
2 calculated and apportioned from the Net Settlement Amount, as follows:

3           a.       After Preliminary Approval, the Settlement Administrator will create a  
4 “Preliminary Allocation Percentage” for each Class Member. The numerator will be the individual  
5 Class Member’s estimated full waiting time penalties, based on their hourly rate of pay and  
6 classification of full-time (8 hours per day) or part-time (5 hours per day) status, and the denominator  
7 will be the sum of all Class Members’ estimated full waiting time penalties. The Settlement  
8 Administrator will then multiply the Preliminary Allocation Percentage for each Class Member by the  
9 Net Settlement Amount to determine that Class Member’s estimated Individual Settlement Payment.

10           b.       After Final Approval, the Settlement Administrator will create a “Final  
11 Allocation Percentage” for each Settlement Class Member. The numerator will be the individual  
12 Settlement Class Member’s full waiting time penalties, based on their hourly rate of pay and  
13 classification of full-time (8 hours per day) or part-time (5 hours per day) status, and the denominator  
14 will be the sum of all Settlement Class Members’ full waiting time penalties. The Settlement  
15 Administrator will then multiply the Final Allocation Percentage for each Settlement Class Member  
16 by the Net Settlement Amount to determine that Settlement Class Member’s final Individual  
17 Settlement Payment.

18           29.    Individual PAGA Payment Calculations. Individual PAGA Payments will be  
19 calculated and apportioned from the PAGA Employee Amount, as follows: The Settlement  
20 Administrator will divide the PAGA Employee Amount, *i.e.*, 25% of the PAGA Amount, by the total  
21 number of PAGA Employees to yield each PAGA Employee’s Individual PAGA Payment.

22           30.    Tax Treatment of Individual Settlement Payments and Individual PAGA Payments.  
23 Each Individual Settlement Payment and Individual PAGA Payment will be allocated as one hundred  
24 percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement  
25 Administrator.

26           31.    Administration of Taxes by the Settlement Administrator. The Settlement  
27 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA  
28 Employees, and Class Counsel any tax forms (*i.e.*, IRS Forms 1099, etc.) as may be required by law

1 for all amounts paid pursuant to this Settlement Agreement.

2 32. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant’s Counsel do not  
3 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or  
4 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement  
5 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation  
6 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement Class  
7 Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class Members, and  
8 PAGA Employees will be solely responsible for the payment of any taxes and penalties assessed on  
9 the payments described in this Settlement Agreement. Plaintiff, Settlement Class Members, and PAGA  
10 Employees should consult with their tax advisors concerning the tax consequences of any payment  
11 they receive under the Settlement.

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

1 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT  
2 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S TAX  
3 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)  
4 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR  
5 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION  
6 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

7 34. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the  
8 Settlement shall be deemed to be paid to the payee solely in the year in which such payments are  
9 issued to the payee. It is expressly understood and agreed that payments made under this Settlement  
10 shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee to additional  
11 compensation or benefits under any new or additional compensation or benefits, or any bonus, contest,  
12 or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle  
13 Plaintiff, Settlement Class Members, or any PAGA Employee to any increased retirement, 401K  
14 benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary  
15 language or agreement in any benefit or compensation plan document that might have been in effect  
16 during the Class Period).

17 35. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.  
18 Upon execution of this Settlement Agreement, Plaintiff will obtain a hearing date from the Court for  
19 Plaintiff’s motion for preliminary approval of the Settlement, which Plaintiff and Class Counsel will  
20 be responsible for drafting and submitting this Settlement Agreement to the Court in support of said  
21 motion. Class Counsel will provide Defendant’s Counsel a draft of the preliminary approval motion  
22 before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval of  
23 the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiff will apply  
24 for the entry of the Preliminary Approval Order seeking the following:

- 25 a. Granting Preliminary Approval of the Settlement;
- 26 b. Confirming Plaintiff as the representative of the Class;
- 27 c. Confirming Class Counsel as counsel for the Class;

28 ///

1 d. Approving as to form and content, the mutually-agreed upon and proposed  
2 Class Notice and directing its emailing and mailing by First Class U.S. Mail;

3 e. Approving the manner and method for Class Members to request exclusion  
4 from or object to the Class Settlement as contained herein and within the Class Notice; and

5 f. Scheduling a Final Approval Hearing at which the Court will determine whether  
6 Final Approval of the Settlement should be granted.

7 36. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),  
8 Class Counsel shall notify the LWDA of the Settlement.

9 37. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,  
10 Defendant will provide the Class List to the Settlement Administrator.

11 38. Notice.

12 a. Within seven (7) calendar days after receiving the Class List from Defendant,  
13 the Settlement Administrator will perform a search based on the National Change of Address Database  
14 or any other similar services available, such as provided by Experian, for information to update and  
15 correct for any known or identifiable address changes, and will email a Class Notice in English and  
16 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members. If an  
17 email address is not available, the Settlement Administrator shall mail the Class Notice by First-Class  
18 U.S. Mail, using the most current, known mailing addresses identified by the Settlement  
19 Administrator.

20 b. Any Class Notice returned to the Settlement Administrator as undeliverable on  
21 or before the Response Deadline will be sent promptly via email (or First-Class U.S. Mail if an email  
22 address is not available) to the forwarding email address (or mailing address affixed thereto) and the  
23 Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no  
24 forwarding address is provided, the Settlement Administrator will promptly attempt to determine the  
25 correct address using a skip-trace or other search, using the name, address, and/or Social Security  
26 number of the Class Member, and perform a single re-mailing within five (5) calendar days.

27 c. Compliance with the procedures described herein above shall constitute due and  
28 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.

1 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to  
2 provide notice of the Settlement.

3 39. Disputes. Class Members will have an opportunity to dispute the amounts to which  
4 they have been credited, as reflected in their respective Class Notices, by submitting a timely and valid  
5 Dispute to the Settlement Administrator, by email or mail, emailed or postmarked on or before the  
6 Response Deadline. The date of the postmark on the email or return mailing envelope will be the  
7 exclusive means to determine whether a Dispute has been timely submitted. Absent evidence rebutting  
8 the accuracy of Defendant's records and data as they pertain to the amounts to be credited to a  
9 disputing Class Member, Defendant's records will be presumed to be correct and determinative of the  
10 dispute. However, if a Class Member produces information and/or documents to the contrary, the  
11 Settlement Administrator will evaluate the materials submitted by the Class Member and the  
12 Settlement Administrator will resolve and determine the amounts that the disputing Class Member  
13 should be credited with under the Settlement. The Settlement Administrator's decision on such  
14 disputes will be final and non-appealable.

15 40. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be  
16 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the  
17 Settlement Administrator, by email or mail, emailed or postmarked on or before the Response  
18 Deadline. The date of the postmark on the return email or mailing envelope will be the exclusive  
19 means to determine whether a Request for Exclusion has been timely submitted. The Settlement  
20 Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of timely and  
21 valid Requests for Exclusion that are submitted, and also identify the individuals who have submitted  
22 a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance  
23 of the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or  
24 otherwise encourage Class Members to request exclusion from the Class Settlement. Any Class  
25 Member who submits a Request for Exclusion is prohibited from making any objection to the Class  
26 Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be  
27 bound by the Class Settlement and will not be issued an Individual Settlement Payment. Any Class  
28 Member who does not affirmatively request exclusion from the Class Settlement by submitting a

1 timely and valid Request for Exclusion will be bound by all of the terms of the Class Settlement,  
2 including and not limited to those pertaining to the Released Class Claims, as well as any judgment  
3 that may be entered by the Court if it grants Final Approval to the Settlement. Notwithstanding the  
4 above, all PAGA Employees will be bound to the PAGA Settlement and will be issued their Individual  
5 PAGA Payment, irrespective of whether they submit a Request for Exclusion.

6 41. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class  
7 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by  
8 email or mail, emailed or postmarked on or before the Response Deadline. The date of the postmark  
9 on the return email or mailing envelope will be the exclusive means to determine whether a Notice of  
10 Objection has been timely submitted. The Settlement Administrator will certify jointly to Class  
11 Counsel and Defendant's Counsel the number of Notices of Objection that are submitted (specifying  
12 which ones were timely and complete and which were not), and also attach them to a declaration that  
13 is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the  
14 Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to  
15 the Class Settlement or appeal from the Judgment. Settlement Class Members, individually or through  
16 counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether  
17 they have submitted a Notice of Objection.

18 42. Reports by the Settlement Administrator. The Settlement Administrator shall provide  
19 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-emailed or  
20 re-mailed Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the  
21 number of Class Members who have submitted Requests for Exclusion; and (iv) the number of  
22 Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement  
23 Administrator will provide to counsel for the Parties any updated reports regarding the administration  
24 of the Settlement Agreement as needed or requested, and immediately notify the Parties when it  
25 receives a request from an individual or any other entity regarding inclusion in the Class and/or  
26 Settlement or regarding a Dispute.

27 ///

28 ///

1           43.    Defendant’s Right to Rescind. If more than five percent (5%) of the Class Members  
2 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement  
3 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class  
4 Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of  
5 the number of Class Members who have submitted timely and valid Requests for Exclusion following  
6 the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement  
7 administration owed to the Settlement Administrator incurred up to that date.

8           44.    Certification of Completion. Upon completion of administration of the Settlement, the  
9 Settlement Administrator will provide a written declaration under oath to certify such completion to  
10 the Court and counsel for all Parties.

11           45.    Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After  
12 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final  
13 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)  
14 Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys’  
15 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final  
16 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.  
17 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the  
18 Settlement. Class Counsel will provide Defendant’s Counsel a draft of the final approval motion  
19 before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final  
20 Approval Order and Judgment, which will provide for, in substantial part, the following:

21           a.       Approval of the Settlement as fair, reasonable, and adequate, and directing  
22 consummation of its terms and provisions;

23           b.       Approval of the application for Attorneys’ Fees and Costs to Class Counsel;

24           c.       Approval of the application for Enhancement Payment to Plaintiff;

25           d.       Directing Defendant to fund all amounts due under the Settlement Agreement  
26 and ordered by the Court; and

27           e.       Entering judgment in the Action, while maintaining continuing jurisdiction, in  
28 conformity with California Rules of Court 3.769 and the Settlement Agreement.

1           46.    Funding of the Gross Settlement Amount. No later than five (5) business days after the  
2 Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund  
3 (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by  
4 the Settlement Administrator.

5           47.    Distribution of the Gross Settlement Amount. Within five (5) business days of the  
6 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual  
7 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,  
8 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys’ Fees and Costs to Class  
9 Counsel, and Settlement Administration Costs to itself.

10           48.    Settlement Checks. The Settlement Administrator will be responsible for undertaking  
11 appropriate deductions (if any), required tax reporting, and issuing the Individual Settlement Payments  
12 to the Settlement Class Members and the Individual PAGA Payments to the PAGA Employees in  
13 accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator  
14 may combine the Individual Settlement Payment and Individual PAGA Payment into one payment if  
15 the intended recipient for both payments is one individual. Settlement Class Members and PAGA  
16 Employees are not required to submit a claim to be issued an Individual Settlement Payment and/or  
17 Individual PAGA Payment. Settlement Class Members and/or PAGA Employees will have the option  
18 to receive their payment(s) via Venmo, Zelle, or check, which option will be located on the Settlement  
19 Administrator’s website. If the Settlement Class Member and/or PAGA Employee does not pick one  
20 of the options, then the Settlement Administrator will issue their payment(s) via check(s). Each  
21 Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for  
22 one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall  
23 be canceled. Any funds associated with such canceled checks shall be distributed by the Settlement  
24 Administrator to the State of California’s Unclaimed Property Division in the name of the Settlement  
25 Class Member and/or PAGA Employee. The Parties agree that this disposition results in no “unpaid  
26 residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be  
27 paid out to Settlement Class Members, whether or not they cash their settlement checks. Therefore,  
28 Defendant will not be required to pay any interest on such amounts. The Settlement Administrator  
shall undertake amended and/or supplemental tax filings and reporting required under applicable local,

1 state, and federal tax laws that are necessitated due to the cancelation of any Individual Settlement  
2 Payment and/or Individual PAGA Payment checks. Settlement Class Members whose Individual  
3 Settlement Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and  
4 PAGA Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be  
5 bound by the PAGA Settlement.

6 49. Class Settlement Release. Upon the Effective Date and full funding of the Gross  
7 Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally,  
8 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all  
9 Released Class Claims.

10 50. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross  
11 Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all  
12 PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised,  
13 relinquished, and discharged the Released Parties of all Released PAGA Claims.

14 51. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross  
15 Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally,  
16 and forever released, settled, compromised, relinquished, and discharged the Released Parties from  
17 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,  
18 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or  
19 unsuspected, asserted or unasserted, which Plaintiff, at any time of execution of this Settlement  
20 Agreement, had or claimed to have or may have. It is agreed that this is a general release and is to be  
21 broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this  
22 Paragraph expressly does not include a release of any claims that cannot be released hereunder by law.  
23 Plaintiff understands and expressly agrees that this Settlement Agreement extends to claims that she  
24 has against Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected,  
25 vested or contingent, past, present, or future, arising from or attributable to an incident or event,  
26 occurring in whole or in part, on or before the execution of this Settlement Agreement. Any and all  
27 rights granted under any state or federal law or regulation limiting the effect of this Settlement  
28 Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY

1 EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

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

7 52. Final Approval Order and Judgment. The Parties shall provide the Settlement  
8 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,  
9 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for  
10 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the  
11 Class will be required.

12 53. Continued Jurisdiction. After entry of the Judgment pursuant to the Settlement, the  
13 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and  
14 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the  
15 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,  
16 and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this  
17 Settlement Agreement.

18 54. Effects of Termination or Rescission of Settlement. Termination or rescission of the  
19 Settlement Agreement shall have the following effects:

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

22 b. In the event the Settlement Agreement is terminated, Defendant shall have no  
23 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating  
24 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement  
25 Administrator is notified that the Settlement has been terminated;

26 c. The Preliminary Approval Order, Final Approval Order, and Judgment shall be  
27 vacated;

28 ///

1 d. The Settlement Agreement and all negotiations, statements, and proceedings  
2 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be  
3 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

4 e. Neither this Settlement Agreement, nor any ancillary documents, actions,  
5 statements, or filings in furtherance of the Settlement (including all matters associated with the  
6 mediation) shall be admissible or offered into evidence in the Action or any other action for any  
7 purpose whatsoever; and

8 f. Any documents generated to bring the Settlement into effect, will be null and  
9 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will  
10 likewise be treated as void from the beginning.

11 55. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant  
12 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
13 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause  
14 of action or right herein released and discharged.

15 56. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set  
16 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.  
17 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

18 57. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the  
19 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all  
20 prior or contemporaneous agreements, understandings, representations, and statements, whether oral  
21 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or  
22 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties  
23 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),  
24 which provide that a written agreement is to be construed according to its terms and may not be varied  
25 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written  
26 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

27 58. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in  
28 the Action (including with respect to California Code of Civil Procedure § 583.310), except such  
proceedings necessary to implement and complete this Settlement Agreement, pending the Final

1 Approval Hearing to be conducted by the Court.

2 59. Amendment or Modification. Prior to the filing of the motion for preliminary approval  
3 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement  
4 except by written agreement signed by counsel for all Parties. After the filing of the motion for  
5 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this  
6 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject  
7 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not  
8 constitute a waiver of any other provision.

9 60. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
10 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
11 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
12 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
13 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have  
14 full authority to enter into this Settlement Agreement, and further intend that this Settlement  
15 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible  
16 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation  
17 confidentiality provisions that otherwise might apply under state or federal law.

18 61. Signatories. It is agreed that because the members of the Class are so numerous, it is  
19 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this  
20 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the  
21 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement  
22 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have  
23 the same force and effect as if this Settlement Agreement were executed by each Settlement Class  
24 Member and PAGA Employee.

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

27 63. California Law Governs. All terms of this Settlement Agreement and attached exhibits  
28 hereto will be governed by and interpreted according to the laws of the State of California.

///

///

1           64.   Execution and Counterparts. This Settlement Agreement is subject only to the  
2 execution of all Parties. However, this Settlement Agreement may be executed in one or more  
3 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned  
4 copies of the signature page, will be deemed to be one and the same instrument.

5           65.   Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
6 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at  
7 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into  
8 account all relevant factors, present and potential. The Parties further acknowledge that they are each  
9 represented by competent counsel and that they have had an opportunity to consult with their counsel  
10 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to  
11 obtain approval of the Settlement, the mediator may execute a declaration supporting the Settlement  
12 and the reasonableness of the Settlement and the Court may, in its discretion, contact the mediator to  
13 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

14           66.   Invalidity of Any Provision. Before declaring any provision of this Settlement  
15 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
16 possible consistent with applicable precedents so as to define all provisions of this Settlement  
17 Agreement valid and enforceable.

18           67.   Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by  
19 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate  
20 to implement the Settlement.

21           68.   Non-Admission of Liability. The Parties enter into this Settlement Agreement to  
22 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of  
23 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and  
24 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines  
25 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;  
26 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;  
27 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement  
28 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be



1 Karen I. Gold  
kgold@blackstonepc.com  
2 Marissa A. Mayhood  
mmayhood@blackstonepc.com  
3 Alexandra Rose  
4 arose@blackstonepc.com  
5 **BLACKSTONE LAW, APC**  
8383 Wilshire Boulevard, Suite 745  
6 Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

7 To Defendant:  
8 Michael Afar  
mafar@seyfarth.com  
9 **SEYFARTH SHAW LLP**  
2029 Century Park East, Suite 3500  
10 Los Angeles, California 90067  
11 Tel: (310) 277-7200 / Fax: (310) 201-5219

12 Brian P. Long  
bplong@seyfarth.com  
13 **SEYFARTH SHAW LLP**  
601 South Figueroa Street, Suite 3300  
14 Los Angeles, California 90017  
15 Tel: (213) 270-9600 / Fax: (213) 270-9601

16 74. Cooperation and Execution of Necessary Documents. All Parties and their counsel will  
17 cooperate with each other in good faith and use their best efforts to implement the Settlement,  
18 including and not limited to, executing all documents to the extent reasonably necessary to effectuate  
19 the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or  
20 content of any document needed to implement the Settlement Agreement, or on any supplemental  
21 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties  
22 may seek the assistance of the mediator and then the Court to resolve such disagreement.

23 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint  
24 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

25 **IT IS SO AGREED.**

26 **PLAINTIFF KAREN HARTTEIN**

27 *Karen Hartstein*

28 Dated: 05/05/2025

Plaintiff Karen Hartstein

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**DEFENDANT HYATT CORPORATION**

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

\_\_\_\_\_

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

On behalf of Hyatt Corporation

**APPROVED AS TO FORM ONLY:**

**BLACKSTONE LAW, APC**



Dated: May 6, 2025

\_\_\_\_\_

Jonathan M. Genish  
Matthew Dietz  
Karen I. Gold  
Marissa A. Mayhood  
Alexandra Rose

*Attorneys for Plaintiff Karen Hartstein  
and Proposed Class Counsel*

**SEYFARTH SHAW LLP**

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

\_\_\_\_\_

Michael Afar  
Brian P. Long

*Attorneys for Defendant Hyatt Corporation*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: 06/05/2025 \_\_\_\_\_

**DEFENDANT HYATT CORPORATION**

*Margaret Egan*  
\_\_\_\_\_  
margaret.egan@hyatt.com

Full Name: Margaret Egan \_\_\_\_\_

Title: EVP & General Counsel \_\_\_\_\_

On behalf of Hyatt Corporation

**APPROVED AS TO FORM ONLY:**

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

**BLACKSTONE LAW, APC**

\_\_\_\_\_  
Jonathan M. Genish  
Matthew Dietz  
Karen I. Gold  
Marissa A. Mayhood  
Alexandra Rose

*Attorneys for Plaintiff Karen Hartstein  
and Proposed Class Counsel*

**SEYFARTH SHAW LLP**

Dated: 6/5/2025 \_\_\_\_\_

DocuSigned by:  
*Michael Afar*  
1B8E85B395EF4B2...

\_\_\_\_\_  
Michael Afar  
Brian P. Long

*Attorneys for Defendant Hyatt Corporation*

## **EXHIBIT A**

## NOTICE OF CLASS ACTION SETTLEMENT

*Karen Hartstein v. Hyatt Corporation*  
Superior Court of California for the County of Los Angeles, Case No. 20STCV15895

**PLEASE READ THIS CLASS NOTICE CAREFULLY.**

**You have received this Class Notice because you are included in the class action settlement reached in the above-referenced case.**

**You do not need to take any action to receive a settlement payment.**

**This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the amount of your Individual Settlement Payment and/or hourly rate of pay that you are credited with, if you so choose.**

**YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiff Karen Hartstein (“Plaintiff”) and Defendant Hyatt Corporation (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”) in the case entitled *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court Case No. 20STCV15895 (“Action”), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

### **I. SCOPE OF SETTLEMENT AND IMPORTANT DEFINITIONS**

The scope of this settlement is limited to only those individuals who were employed by Defendant in approximately March 2020 when Defendant furloughed many of its California employees in response to the Covid-19 pandemic, and runs through approximately June to August 2020, when Defendant paid its terminated employees all money owed for vested vacation time and/or floating holidays.

“**Class**” or “**Class Member(s)**” means all individuals who were employed by Defendant in the State of California at any time during the Class Period whose employment was terminated (including, without limitation, temporarily laid off, laid off, or “furloughed”) and who were not paid for vested vacation time and/or floating holidays immediately upon cessation of their employment within the Class Period.

“**Class Period**” means the period from April 24, 2016 through October 30, 2024.

“**Class Settlement**” means the settlement and resolution of all Released Class Claims.

“**PAGA Employee(s)**” means all individuals who were employed by Defendant in the State of California at any time during the PAGA Period whose employment was terminated (including, without limitation, temporarily laid off, laid off, or “furloughed”) and who were not paid for vested vacation time and/or floating holidays immediately upon cessation of their employment within the PAGA Period.

“**PAGA Period**” means the period from April 23, 2019 through October 30, 2024.

“**PAGA Settlement**” means the settlement and resolution of all Released PAGA Claims.

### **II. BACKGROUND OF THE ACTION**

On April 23, 2020, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated. On April 24, 2020, Plaintiff commenced a class and representative action lawsuit by filing a Class Action Complaint in the Action. On June 1, 2020, Defendant removed the Action to the United States District Court for the Central District of California, where it was assigned Case No. 2:20-cv-04874-DSF-JPR (the “Federal Action”). On October 30, 2020, Plaintiff provided an amended written notice to the LWDA and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated (“PAGA Letter”). On January 4, 2021, Plaintiff filed a First Amended Class Action Complaint (“Operative Complaint”) in the Federal Action. On May 25, 2021, the court in the Federal Action granted

Plaintiff's motion for class certification and certified the following class and subclasses:

Class: All individuals who were employed by Defendants in the State of California at any time during the period from April 24, 2016 to final judgment (the "Relevant Period") and who fall within the definition of one or all of the following Subclasses:

Subclass 1: All members of the Class whose employment was terminated (including, without limitation, temporarily laid off, laid off, or "furloughed") and who were not paid for vested vacation time and/or floating holidays immediately upon cessation of their employment within the Relevant Period.

Subclass 2: All members of the Class whose employment was terminated (including, without limitation, temporarily laid off, laid off, or "furloughed") and who were not paid for vested non-discretionary hotel room bonuses immediately upon cessation of their employment within the Relevant Period.

Subclass 3: All members of the Class who are or were hourly-paid and/or non-exempt, who worked overtime and received overtime pay, and who earned non-discretionary hotel room bonuses during the Relevant Period.

Following an appeal and extensive motion practice in the United States Court of Appeals for the Ninth Circuit, the United States Court of Appeals ordered that Subclass 2 and Subclass 3 no longer have viable claims and only the following claims remain viable in the Operative Complaint as to Subclass 1:

- a. Waiting time penalties under California Labor Code Sections 201, 203, and 227.3;
- b. Unfair and unlawful business practices under California Business & Professions Code Section 17200, *et seq.* based on violations of waiting time penalties under California Labor Code Sections 201, 203, and 227.3; and
- c. PAGA based on violations of waiting time penalties under California Labor Code Sections 201, 203, and 227.3.

On [REDACTED], the Federal Action was remanded to the Los Angeles Superior Court (i.e., the Action).

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Karen Hartstein as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish  
Matthew Dietz  
Karen I. Gold  
Marissa A. Mayhood  
Alexandra Rose  
**Blackstone Law, APC**  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the amount of your estimated Individual Settlement Payment and/or hourly rate of pay credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if

the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total gross settlement amount is Eleven Million Eight Hundred and Fifty Thousand Dollars and Zero Cents (\$11,850,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed 35% of the Gross Settlement Amount (*i.e.*, \$4,147,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Plaintiff for her services in the Action; (3) the amount of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$375,000.00) (“LWDA Payment”) and the remaining 25% (\$125,000.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”). The Settlement Administrator has created a “Preliminary Allocation Percentage” for each Class Member. The numerator of which is the individual Class Member’s estimated full waiting time penalties, based on their hourly rate of pay and classification of full-time (8 hours per day) or part-time (5 hours per day) status, and the denominator of which is the sum of all Class Members’ estimated full waiting time penalties. The Settlement Administrator has multiplied the Preliminary Allocation Percentage for each Class Member by the Net Settlement Amount to determine that Class Member’s estimated Individual Settlement Payment. Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”). The Settlement Administrator had divided the PAGA Employee Amount, *i.e.*, 25% of the PAGA Amount, by the total number of PAGA Employees to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual Settlement Payment and Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

#### **B. Your Hourly Rate, Estimated Individual Settlement Payment, and Individual PAGA Payment (if applicable)**

As explained above, your estimated Individual Settlement Payment is based on your full waiting time penalties, based on your hourly rate of pay and classification of full-time (8 hours per day) or part-time (5 hours per day) status.

According to Defendant’s records:

**You are credited as having an hourly rate of pay of \$ [REDACTED].**

**Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ [REDACTED].**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].**

If you wish to dispute the amount of your Individual Settlement Payment and/or hourly rate of pay, you must submit your dispute to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Hartstein v. Hyatt Corporation*, Case No. 20STCV15895); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the amounts credited to you and what you contend is the correct rate; and (d) be returned by email or mail to the Settlement Administrator at the specified address listed in Section IV.B below, emailed or postmarked **on or before [Response Deadline]**.

The settlement approval process may take multiple months. Your Individual Settlement Payment and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

### **C. Release of Claims**

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims, rights, demands, charges, complaints, causes of action, obligations, damages, penalties, interest, or liability of any and every kind, which were alleged or could have been alleged based on the facts in the Operative Complaint, arising during the Class Period for Defendant’s alleged failure to timely pay all wages and/or vested vacation time/paid time off and/or floating holidays immediately upon termination (including, without limitation, temporarily laid off, laid off, or “furloughed”) in or around March 2020 in connection with the Covid-19 pandemic, allegedly in violation of California Labor Code Sections 201, 203, and 227.3, and for the alleged violation of California Business and Professions Code sections 17200, *et seq.* based on the aforementioned California Labor Code alleged violations.

“Released PAGA Claims” means any and all claims, rights, demands, charges, complaints, causes of action, obligations, damages, penalties, interest, or liability of any and every kind, which were alleged or could have been alleged based on the facts in the Operative Complaint, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, as alleged in the PAGA Letter and/or Operative Complaint, arising in or around March 2020 for Defendant’s alleged failure to timely pay all wages and/or vested vacation time/paid time off and/or floating holidays immediately upon termination (including, without limitation, temporarily laid off, laid off, or “furloughed”) in connection with the Covid-19 pandemic, allegedly in violation of California Labor Code Sections 201, 203, and 227.3.

“Released Parties” means Defendant and its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

### **D. Attorneys’ Fees and Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$4,147,500.00 and reimbursement of litigation costs and expenses in an amount not to exceed Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**E. Enhancement Payment to Plaintiff**

Plaintiff will seek the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). (“Enhancement Payment), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

**F. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00 (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

**A. Participate in the Settlement**

**If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything.** You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.C above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.C above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

**B. Request Exclusion from the Class Settlement**

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]  
[Email Address]  
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Hartstein v. Hyatt Corporation*, Case No. 20STCV15895); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by email or mail to the Settlement Administrator at the specified address above, emailed or postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.C above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.C above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be

bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.C above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

### **C. Object to the Class Settlement**

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Hartstein v. Hyatt Corporation*, Case No. 20STCV15895); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by email or mail to the Settlement Administrator at the specified address listed in Section IV.B above, emailed or postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

### **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department [redacted] of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through LA Court Connect online at: <https://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci>

### **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting Stanley Mosk Courthouse, 111 North Hill Street, California 90012, during normal business hours, or by online by visiting the following website: <https://www.lacourt.org/casesummary/ui/>

Additionally, you may view any documents filed in the Federal Action by accessing the court docket for a fee through the court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cacd.uscourts.gov/cgi-bin/ShowIndex.pl>.

You may also visit the Settlement Administrator’s website at [redacted] for key documents in the Action.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**