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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF LOS ANGELES**

11 KAREN HARTSTEIN, in her representative  
12 capacity and on behalf of herself and all others  
13 similarly situated,

14 Plaintiff,

15 vs.

16 HYATT CORPORATION, a Delaware  
17 corporation doing business in California; and  
DOES 1 through 100, inclusive,

18 Defendants.  
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**FILED**  
Superior Court of California  
County of Los Angeles

08/27/2025

David W. Slayton, Executive Officer / Clerk of Court

By:                     N. Navarro                     Deputy

Case No.: 20STCV15895

Honorable Laura A. Siegle  
Department 17

**~~PROPOSED~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Date: August 27, 2025  
Time: 9:00 a.m.  
Dept.: 17

Complaint Filed: April 24, 2020  
FAC Filed: January 4, 2021  
Trial Date: Not Set

1 **[PROPOSED] ORDER**

2 On August 27, 2025 at 9:00 a.m. in Department 17 of the above-captioned Court located at  
3 Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiff Karen  
4 Hartstein’s (“Plaintiff”) Motion for Preliminary Approval of Class Action and PAGA Settlement,  
5 came on for hearing before the Honorable Laura A. Siegle. Blackstone Law, APC appeared on behalf  
6 of Plaintiff and Seyfarth Shaw LLP appeared on behalf of Defendant Hyatt Corporation  
7 (“Defendant”).

8 The Court, having carefully considered the papers, argument of counsel, and all matters  
9 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff’s Motion for Preliminary  
10 Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA  
13 Settlement (“Settlement” or “Settlement Agreement”) attached as Exhibit 4 to the Declaration of  
14 Alexandra Rose in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA  
15 Settlement. This is based on the Court’s determination that the Settlement falls within the range of  
16 possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement, and  
18 all capitalized terms defined therein shall have the same meaning in this Order as set forth in the  
19 Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and  
21 reasonable. It appears to the Court that extensive investigation and research have been conducted such  
22 that counsel for the parties at this time are able to reasonably evaluate their respective positions. It  
23 further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by  
24 all parties, as well as avoid the delay and risks that would be presented by the further prosecution of  
25 the case. It further appears that the Settlement has been reached as the result of intensive, serious, and  
26 non-collusive, arms-length negotiations, and was entered into in good faith.

27 4. The Court preliminarily finds that the Settlement, including the allocations for the  
28 Attorneys’ Fees and Costs, Enhancement Payment, LWDA Payment, Settlement Administration  
Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the

1 Settlement Agreement, appear to be within the range of reasonableness of a settlement that could  
2 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery  
3 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement  
4 awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable  
5 when balanced against the probable outcome of further litigation relating to certification, liability, and  
6 damages issues and are consistent with the requirements of California Labor Code § 2699(1).

7 5. The Court concludes that, for settlement purposes only, the proposed Class meets the  
8 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)  
9 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;  
10 (b) common questions of law and fact predominate, and there is a well-defined community of interest  
11 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's  
12 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately  
13 protect the interests of the members of the Class; (e) a class action is superior to other available  
14 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as  
15 counsel for Plaintiff in her individual capacity and as the representative of the Class.

16 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as  
17 follows:

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

21 (The Class Period is defined as the period from April 24, 2016 through October 30,  
22 2024.)

23 7. The Court provisionally appoints Jonathan M. Genish, Matthew Dietz, Karen I. Gold,  
24 Marissa A. Mayhood, and Alexandra Rose of Blackstone Law, APC as counsel for the Class ("Class  
25 Counsel").

26 8. The Court provisionally appoints Plaintiff Karen Hartstein as the representative of the  
27 Class ("Class Representative").

28 9. The Court provisionally appoints Apex Class Action LLC to handle the administration  
of the Settlement ("Settlement Administrator").

1           10.     Within fourteen (14) calendar days after entry of this Order, Defendant will provide the  
2 Settlement Administrator with the following information about each Class Member: full name, last  
3 known email address, last known mailing address, Social Security number, hourly rate of pay, and full  
4 time or part time designation (collectively referred to as the “Class List”) in conformity with the  
5 Settlement Agreement.

6           11.     The Court approves, both as to form and content, the Notice of Class Action Settlement  
7 (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members  
8 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to  
9 fully and accurately inform the Class Members of all material elements of the Settlement, of Class  
10 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of  
11 Class Members’ right to dispute the Individual Settlement Payment and/or hourly rate of pay to which  
12 they have been credited by submitting a Dispute, and of each Settlement Class Member’s right and  
13 opportunity to object to the Class Settlement by submitting a Notice of Objection to the Settlement  
14 Administrator. The Court further finds that distribution of the Class Notice substantially in the manner  
15 and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the  
16 Settlement Agreement and this Order, meet the requirements of due process and shall constitute due  
17 and sufficient notice to all persons entitled thereto. The Court further orders the Settlement  
18 Administrator to email the Class Notice in English and Spanish to all Class Members within seven (7)  
19 calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.  
20 If an email address is not available, the Settlement Administrator is hereby ordered to mail the Class  
21 Notice by First-Class U.S. Mail, pursuant to the terms set forth in the Settlement Agreement.

22           12.     The Court hereby preliminarily approves the proposed procedure, set forth in the  
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may  
24 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity  
25 with the requirements set forth in the Class Notice, to the Settlement Administrator, emailed or  
26 postmarked on or before the date that is forty-five (45) calendar days from the initial emailing and/or  
27 mailing of the Class Notice by the Settlement Administrator to Class Members (“Response Deadline”),  
28 or, in the case of a re-emailed or re-mailed Class Notice, the Response Deadline shall be extended

1 fifteen (15) calendar days from the original Response Deadline. Any such person who timely and  
2 validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any  
3 recovery under the Class Settlement and will not be bound by the Class Settlement or have any right  
4 to object, appeal, or comment thereon. Nevertheless, all PAGA Employees will be bound by the  
5 PAGA Settlement and issued their Individual PAGA Payment, irrespective of whether they submit a  
6 Request for Exclusion. Class Members who do not submit a timely and valid Request for Exclusion  
7 (i.e., Settlement Class Members) shall be bound by the Settlement Agreement and any final judgment  
8 based thereon.

9 13. A Final Approval Hearing shall be held before this Court on  
10 Dec. 19, 2025 at 9:00 a.m./~~p.m.~~ in Department 17 of the Los Angeles  
11 County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles,  
12 California 90012, to determine all necessary matters concerning the Settlement, including: whether  
13 the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair,  
14 adequate, and reasonable and should be finally approved by the Court; whether a judgment, as  
15 provided in the Settlement, should be entered herein; whether the plan of allocation contained in the  
16 Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA  
17 Employees; and determine whether to approve the requests for the Attorneys' Fees and Costs,  
18 Enhancement Payment, Settlement Administration Costs, and allocation for the PAGA Amount.

19 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'  
20 Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the  
21 appropriate declarations and supporting evidence, including the Settlement Administrator's  
22 declaration, by 11/25/2025, to be heard at the Final Approval Hearing.

23 15. To object to the Class Settlement, a Settlement Class Member must submit their Notice  
24 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of  
25 Objection must be signed and must contain the information that is required, as set forth in the Class  
26 Notice, including and not limited to the grounds for the objection. Settlement Class Members,  
27 individually or through counsel, may also present their objection orally at the Final Approval Hearing,  
28 regardless of whether they have submitted a Notice of Objection.

1           16.     In the event the Settlement does not become effective in accordance with the terms of  
2 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails  
3 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and  
4 the parties shall revert back to their respective positions as of before entering into the Settlement  
5 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible  
6 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

7           17.     The Court reserves the right to adjourn or continue the date of the Final Approval  
8 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class  
9 Members and retains jurisdiction to consider all further applications arising out of or connected with  
10 the Settlement.

11           **IT IS SO ORDERED.**

12           Dated: 08/27/2025



*Laura Seigle*

Honorable Laura A. Seigle  
Judge of the Superior Court  
Laura A. Seigle / Judge

# **EXHIBIT 1**

## **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/laceligibility/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.**