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

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

Plaintiff,

vs.

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

Defendants.

Case No. 20STCV15895

Honorable Laura A. Siegle
Department 17

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: January 20, 2026
Time: 9:00 a.m.
Dept.: 17

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

1 Plaintiff Karen Hartstein’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA
2 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs
3 came before this Court on **January 20, 2026 at 9:00 a.m.** before the Honorable Laura A. Siegle in
4 Department 17 of the above-captioned Court located at Spring Street Courthouse, 312 North Spring
5 Street, Los Angeles, California 90012.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of Class Action and
8 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration
9 Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel (Alexandra Rose),
10 the Class Representative (Karen Hartstein), and the Settlement Administrator (Madely Nava on behalf
11 of Apex Class Action LLC), and the evidence and argument received by the Court in conjunction with
12 the Motion for Preliminary Approval of Class Action and PAGA Settlement and documents thereto,
13 the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE
14 FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiff and Defendant Hyatt Corporation (“Defendant”) (together, with Plaintiff, the “Parties”),
17 including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: “All individuals who were employed by Defendant in the State of California at any
20 time during the Class Period whose employment was terminated (including, without limitation,
21 temporarily laid off, laid off, or “furloughed”) and who were not paid for vested vacation time and/or
22 floating holidays immediately upon cessation of their employment within the Class Period.” The
23 “Class Period” is defined as the period from April 24, 2016 through October 30, 2024.

24 3. The Court appoints Plaintiff Karen Hartstein as the Class Representative for settlement
25 purposes only.

26 4. The Court appoints Jonathan M. Genish, Matthew Dietz, Karen I. Gold, Marissa A.
27 Mayhood, and Alexandra Rose of Blackstone Law, APC as Class Counsel for settlement purposes
28 only.

1 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
2 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
4 any other applicable law, and constitutes the best notice practicable under the circumstances, by
5 providing individual notice to all Class Members who could be identified through reasonable effort,
6 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
7 other Class Members. The Class Notice fully satisfied the requirements of due process.

8 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
9 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
14 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
15 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
16 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
17 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
18 by or against Defendant or any of the other Released Parties.

19 8. The Court finds that no Class Members have validly and timely opted out of the Class
20 Settlement and no Settlement Class Members have objected to the Class Settlement.

21 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
22 recognition of Plaintiff’s efforts on behalf of the Class, the Court hereby approves the payment from
23 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$25,000.00.

24 10. The Court approves the payments from the Gross Settlement Amount of attorneys’ fees
25 to Class Counsel in the sum of \$4,147,500.00 and reimbursement of actual litigation costs and
26 expenses to Class Counsel in the sum of \$314,898.75. The attorneys’ fees and reimbursement of
27 litigation costs and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee
28 award is determined based on a reasonable percentage of the common fund obtained for the Class.

Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

11. The Court approves and orders payment from the Gross Settlement Amount in the amount of \$29,890 to Apex Class Action LLC for performance of settlement administration services.

12. The Court approves and orders payment in the amount of \$375,000.00 to the California Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward PAGA penalties.

13. It is hereby ordered that within five (5) business days after the Effective Date, Defendant will deposit the Gross Settlement Amount into an account established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. It is hereby ordered that within five (5) business days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and Settlement Administration Costs to itself.

15. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the California Controller’s Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee.

16. 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 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

1 March 2020 in connection with the Covid-19 pandemic, allegedly in violation of California Labor
2 Code Sections 201, 203, and 227.3, and for the alleged violation of California Business and
3 Professions Code sections 17200, *et seq.* based on the aforementioned California Labor Code alleged
4 violations (collectively, “Released Class Claims”).

5 17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
6 the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed
7 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
8 Released Parties of any and all claims, rights, demands, charges, complaints, causes of action,
9 obligations, damages, penalties, interest, or liability of any and every kind, which were alleged or
10 could have been alleged based on the facts in the Operative Complaint, for civil penalties under the
11 Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, as alleged in the
12 PAGA Letter and/or Operative Complaint, arising in or around March 2020 for Defendant’s alleged
13 failure to timely pay all wages and/or vested vacation time/paid time off and/or floating holidays
14 immediately upon termination (including, without limitation, temporarily laid off, laid off, or
15 “furloughed”) in connection with the Covid-19 pandemic, allegedly in violation of California Labor
16 Code Sections 201, 203, and 227.3 (collectively, “Released PAGA Claims”).

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

1 the execution of the Settlement Agreement. Any and all rights granted under any state or federal law
2 or regulation limiting the effect of the Settlement Agreement, including the provisions of Section 1542
3 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California
4 Civil Code reads as follows:

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

9 19. "Released Parties" means Defendant and its former and present directors, officers,
10 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries,
11 and affiliates.

12 20. This Court shall retain jurisdiction with respect to all matters related to the
13 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
14 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
15 Settlement and the determination of all controversies relating thereto.

16 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
17 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
18 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

19 22. A Non-Appearance Case Review re: Final Report is set for
20 _____ at _____ in Department 17 of this Court located at Spring
21 Street Courthouse, 312 North Spring Street, Los Angeles, California. The Settlement Administrator
22 shall file a Final Report by _____.

23 **IT IS SO ORDERED.**

24 Dated: _____

Honorable Laura A. Siegle