

Matthew W. Dietz (State Bar No. 274665)
mdietz@blackstonepc.com
Karen I. Gold (State Bar No. 258360)
kgold@blackstonepc.com
Marissa A. Mayhood (State Bar No. 334376)
mmayhood@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com

BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff Karen Hartstein and the Class

**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 25, inclusive,

Defendants.

Case No.: 20STCV15895

Honorable Laura A. Siegle
Department 17

**DECLARATION OF PLAINTIFF KAREN
HARTSTEIN IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
ATTORNEYS' FEES AND COSTS,
ENHANCEMENT PAYMENT, AND
SETTLEMENT ADMINISTRATION COSTS**

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

DECLARATION OF KAREN HARTSTEIN

I, Karen Hartstein, declare and state as follows:

1. I am over the age of eighteen (18) and a resident of the State of California. I am the named plaintiff in the above-captioned case. I have personal knowledge of the facts and statements set forth in this declaration, and if called upon to testify, I could and would competently testify thereto.

2. I was employed by Defendant Hyatt Corporation (“Hyatt”) as an hourly-paid, non-exempt employee from approximately July 31, 2000 to December 1, 2013, and then again from approximately March 24, 2014 to March 27, 2020. My last position with Hyatt was a Group Sales Coordinator at the Hyatt Regency Huntington Beach Resort and Spa (“HRHB”).

3. In March 2020, I received a letter in the mail signed by the Director of Human Resources at HRHB providing written notice of my indefinite furlough/temporary layoff. My last day working for Hyatt was March 27, 2020. During this time, I was not paid out my vacation pay and floating holidays. In June 2020, I then received a second letter in the mail signed by the General Manager of HRHB informing me that my employment would be terminated as of June 27, 2020. I was paid my vested vacation, PTO wages, and floating holidays on June 18, 2020.

4. I was employed by Hyatt for nearly twenty years. When they laid me and my colleagues off in March 2020, without warning, it was devastating but, under the circumstances, understandable. However, failing to immediately pay us our final wages was not. For many, access to unemployment benefits was a nightmare for months given the massive influx of applications and our final wages could have helped keep us afloat during that incredibly volatile time. It was during this time that I decided to seek legal advice and about filing a lawsuit. I then contacted Blackstone Law, APC and spoke with their attorneys. I wanted to take steps to make sure Hyatt was held accountable for not timely compensating its employees for all wages and/or vested vacation time/paid time off and/or floating holidays immediately upon our lay off. After speaking with the attorneys, I also investigated class and representative action lawsuits on my own. Thereafter, I further consulted with the attorneys at Blackstone Law, APC about my situation, class actions, representative action lawsuits under the Private Attorneys General Act (“PAGA”), and what it meant to bring a class and PAGA action so that I understood what I was considering doing.

1 5. I have regularly conferred with my attorneys regarding the case as part of my
2 responsibilities as a class and PAGA representative. This process included searching for and providing
3 documents concerning my employment with Hyatt, answering any questions my attorneys had about
4 the documents, identifying potential witnesses, and helping my attorneys develop a strategy as to what
5 additional documents and information they could seek to obtain from Hyatt.

6 6. I have routinely checked in with my attorneys and their staff to make sure that they had
7 all of my most current information and any additional information that I had obtained. I made myself
8 available to answer any questions my attorneys had about Hyatt's practices and treatment of its
9 employees whenever they needed me. I responded to them as quickly as possible and gave them as
10 much information as I could. Additionally, I reviewed pleadings before they were filed in court and
11 helped my attorneys prepare for, among other things, my motion for class certification, my motion for
12 summary judgment, and both mediation sessions in 2021 and 2024. I was also ready to assist in
13 responding to any discovery if Hyatt chose to propound any and was ready and willing to appear for
14 any depositions should I had been required to.

15 7. I understood that in the event this matter did not settle and proceeded with trial, I would
16 need to be in court to participate in the trial. I was ready to perform that role, as well as fulfill any
17 responsibilities that are necessary for this lawsuit.

18 8. I know that I took a sizeable risk by bringing and pursuing this lawsuit for several
19 reasons. First, I understood that if I lost, I would potentially have to pay the costs in the lawsuit. I
20 also understood there was a risk of losing any job and/or income due to the time that I would have to
21 spend fulfilling my responsibilities in this matter, including having to attend the trial, if needed. Most
22 importantly, I believe that by pursuing this case, I have taken a significant risk because future
23 employers can easily find out that I sued my prior employer, and that may negatively impact my ability
24 to find employment within this industry – and even outside of it – in the future. In contrast, the other
25 employees who will be receiving money from this lawsuit did not have to file a claim or take the risk
26 that I took in bringing this action.

27 9. I reviewed the settlement agreement, discussed the settlement agreement with my
28 attorneys, and asked them questions before signing it.

10. I believe that I have done everything that my attorneys have asked of me and tried, to the best of my ability, to seek relief for the Class, the PAGA Employees, and the State of California. In the past five years of this litigation, I have spent no less than approximately 150 hours participating in this case as described above. I believe my efforts helped get the result obtained in this case.

11. I understand that any resolution of this lawsuit on a class wide basis is subject to court approval, and any settlement must be designed in the best interest of the Class as a whole. At all times throughout the course of this litigation I have considered the interests of the Class and put them before my own personal interests.

12. I understand that incentive or enhancement awards are discretionary and intended to compensate named plaintiffs for: the quality and quantity of the work done on behalf of the class and other employees, the financial and/or reputational risk undertaken in bringing the class and/or PAGA action, and an acknowledgment of the benefits resulting from the representative's actions. I believe my work in this matter is meritorious on these points for the reasons set forth above.

13. I respectfully request that the Court approve and award me an Enhancement Payment in the amount of \$25,000.00 for my efforts and active participation in the case and for the broader, general release of all claims that I have or may have against Hyatt in connection with the settlement. Taking into consideration the time that I dedicated to this case, I believe that this amount is reasonable.

14. I am not related to anyone associated with Blackstone Law, APC or Altshuler Berzon LLP, which is the firm I retained to co-counsel with Blackstone Law, APC for my appeal to the Ninth Circuit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 07/03/2025 , at Irvine , California.

Karen Hartstein
Karen Hartstein