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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 100, inclusive,

Defendants.

Case No.: 20STCV15895

Honorable Laura A. Siegle
Department 17

DECLARATION OF MADELY NAVA OF APEX CLASS ACTION, LLC, REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

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**

I, Madely Nava, declare as follows:

1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager for Apex Class Action, LLC, (hereinafter referred to as "Apex"), the professional settlement services provider who has been retained by the Parties' Counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above captioned *Hartstein v. Hyatt Corporation* matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am personally acquainted with the information contained herein, and in the event of being summoned to provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

2. Apex Class Action's team has been directly involved with class action administration for a combined 75 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. Apex was engaged by the Parties' Counsel and subsequently approved and appointed by the Court to provide notification services and settlement administration, pursuant to the terms of the Settlement, in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled following the granting of Final Approval of the Settlement, include: (a) printing, emailing, and mailing the *Notice Of Class Action Settlement*, in English and Spanish (referred to as "Class Notice"); (b) receiving and processing Requests for Exclusion, Notices of Objection, and Disputes; (c) calculating individual settlement award amounts; (d) processing and mailing settlement award checks; (e) handling tax withholdings as required by the Settlement and the law; (f) preparing, issuing and filing tax returns and other applicable tax forms; (g) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (h) undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

4. On August 27, 2025, Class Counsel provided Apex with the Court-approved content for the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval from the Parties' Counsel before being emailed and mailed.

5. On September 25, 2025, Defendant's counsel provided Apex with the Class List file, comprising the Class Members' full names, social security numbers, last known mailing addresses, last known email addresses, hourly rate of pay; and full time or part time designation. The data file was successfully uploaded to our database, where it underwent a thorough review to identify any duplicates or potential inconsistencies. The Class List consisted of a total of 6,187 individuals identified as Class Members. Accordingly, the Escalator Clause was not triggered.

6. In preparation for the emailing/mailing process, all 6,187 names and addresses listed in the Class List underwent verification and updating against the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the accuracy and validity of the Class Members' mailing addresses before sending out the Class Notice. The NCOA database contains records of requested address changes submitted to the USPS. If an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice (if no email was available). However, in cases where no updated address was found in the NCOA database, the original address provided by Defendant's counsel was used for the mailing of the Class Notice.

7. On November 17, 2025, the Class Notice was emailed to 2,577 Class Members, and the remaining 3,610 Class Members were sent a Class Notice via U.S. First-Class Mail. A copy of the Class Notice is attached as **Exhibit A.**

8. As of the date of this declaration, our office has received 244 returned Class Notices as undeliverable. Apex conducted a computerized skip trace on the 244 returned Class Notices in order to acquire updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort resulted in obtaining 186 updated addresses, to which we promptly re-mailed the Class Notices via U.S First Class Mail. As of the date of this declaration, 58 Class Notices have been considered undeliverable as no updated address was found despite conducting skip tracing.

9. As of the date of this declaration, Apex has not received any Requests for Exclusion. The Response Deadline is January 2, 2026.

10. As of the date of this declaration, Apex has not received any Notices of Objection. The Response Deadline is January 2, 2026.

11. As of the date of this declaration, Apex has not received any Disputes. The Response Deadline is January 2, 2026.

12. As of the date of this declaration, Apex reports 6,187 Settlement Class Members, constituting 100% of the Class.

13. The Net Settlement Amount available to Settlement Class Members is estimated to be $6,797,610.00 and was calculated by subtracting the requested attorneys' fees ($4,147,500.00), the maximum amount allocated for litigation costs and expenses ($350,000.00), the requested Enhancement Payment ($25,000.00), the requested Settlement Administration Costs ($29,890.00), and the PAGA Amount ($500,000.00) from the Gross Settlement Amount ($11,850,000.00).

14. The *highest* Individual Settlement Payment to a Settlement Class Member is currently estimated to be approximately $6,315.99, the *average* Individual Settlement Payment is currently estimated to be approximately $1,098.69, and the *lowest* Individual Settlement Payment is currently estimated to be approximately $309.94.

15. Pursuant to the Agreement, 25% of the PAGA Amount ($125,000.00) will be allocated to PAGA Employees regardless of whether they opt out of the Class Settlement. PAGA Employees cannot opt out of the PAGA Settlement. There are 6,187 PAGA Employees. The estimated Individual PAGA Payment for each PAGA Employee is approximately $20.20.

16. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred and anticipated expenses, amount to $29,890.00. Apex will proceed with additional tasks related to this matter, such as calculating settlement award payments, issuing and mailing settlement award checks, handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed upon by the Parties or ordered by the Court for Apex to undertake. A copy of Apex's invoice is attached as **Exhibit B**.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct, and that this Declaration was executed this 23rd day of December 2025, in Irvine, California.

MADELY NAVA

Exhibit A

Hartstein v. Hyatt Corporation
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»
Apex ID: «Apex_ID» «Tray_PC» «D
«Full_Name»
«Address_1»
«City», «State» «Zip»

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 August 27, 2025, the Court granted preliminary approval of the settlement and scheduled a hearing on January 20, 2026, at 9:00 am ("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 June 6, 2020, 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 August 27, 2025, 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. <u>Your Hourly Rate, Estimated Individual Settlement Payment, and Individual PAGA Payment (if applicable)</u>

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 $«Rate».

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be $«Est_Class_PMT».

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be $«Est_PAGA_PMT».

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 January 2, 2026.**

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. <u>Release of Claims</u>

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?

G. 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. If you would like to receive your payment by digital payment instead of a mailed check, please scan the QR code to view your available digital payment options and make your selection.

Apex ID: «Apex_ID»

Pin Number: «Pin_Number»

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.

H. 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:

Apex Class Action LLC
claims@apexclassaction.com
PO Box 54668, Irvine, CA 92619

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 January 2, 2026.**

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.

I. 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 January 2, 2026.**

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 17 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, on January 20, 2026, at 9:00 am, 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 https://hyatt.apexclassaction.com 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: 1-800-355-0700, OR YOU MAY ALSO CONTACT CLASS COUNSEL

AVISO DE ACUERDO DE DEMANDA COLECTIVA

Karen Hartstein v. Hyatt Corporation
Tribunal Superior de California para el Condado de Los Ángeles, Caso No. 20STCV15895

POR FAVOR LEA ESTE AVISO COLECTIVO CUIDADOSAMENTE.

Usted ha recibido este Aviso Colectivo porque está incluido en el acuerdo de demanda colectiva alcanzado en el caso mencionado anteriormente.

No necesita realizar ninguna acción para recibir un pago del acuerdo.

Este Aviso Colectivo está diseñado para informarle sobre sus derechos y opciones con respecto al acuerdo, y cómo puede solicitar ser excluido del Acuerdo Colectivo, objetar el Acuerdo Colectivo y/o disputar el monto de su Pago Colectivo Individual y/o la tarifa de pago por hora que se le acredita, si así lo desea.

SE LE NOTIFICA QUE: Se ha llegado a un acuerdo de acción colectiva y representativa entre la Demandante Karen Hartstein ("Demandante") y el Demandado Hyatt Corporation ("Demandado") (la Demandante y el Demandado se denominan colectivamente las "Partes") en el caso titulado *Karen Hartstein v. Hyatt Corporation,* Tribunal Superior del Condado de Los Ángeles, Caso No. 20STCV15895 ("Acción"), que puede afectar sus derechos legales. El 27 de agosto de 2025, el Tribunal otorgó la aprobación preliminar del acuerdo y programó una audiencia para el 2 de enero de 2026 a las 9:00 a. m. ("Audiencia de Aprobación Final") para determinar si el Tribunal debe o no otorgar la aprobación final del acuerdo.

VII. LO QUE EL ACUERDO COMPRENDE Y DEFINICIONES IMPORTANTES

Lo que este acuerdo comprende se limita únicamente a aquellas personas que fueron empleadas por el Demandado aproximadamente en marzo de 2020, cuando el Demandado suspendió temporalmente a muchos de sus empleados de California en respuesta a la pandemia de Covid-19, y se extiende hasta aproximadamente junio a agosto de 2020, cuando el Demandado pagó a sus empleados despedidos todo el dinero adeudado por tiempo de vacaciones adquirido y/o días festivos flotantes.

"**Grupo**" o "**Miembro(s) del Grupo"** significa todas las personas que fueron empleadas por el Demandado en el Estado de California en cualquier momento durante el Período del Grupo cuyo empleo fue finalizado (incluyendo, sin limitación, suspendidos temporalmente, cesantes o "suspendidos") y a quienes no se les pagó el tiempo de vacaciones adquirido y/o los días festivos flotantes inmediatamente después del cese de su empleo dentro del Período del Grupo.

"**Período Colectivo"** es el período comprendido entre el 24 de abril de 2016 y el 30 de octubre de 2024.

"**Acuerdo Colectivo**" significa el acuerdo y resolución de todas las Reclamaciones Colectivas Liberadas.

"**Empleado(s) de PAGA**" son todas las personas que fueron empleadas por el Demandado en el Estado de California en cualquier momento durante el Período de PAGA cuyo empleo fue finalizado (incluyendo, sin limitación, suspendidos temporalmente, cesantes o "suspendidos") y a quienes no se les pagó el tiempo de vacaciones adquirido y/o los días festivos flotantes inmediatamente después del cese de su empleo dentro del Período de PAGA.

"**Período de PAGA**" es el período comprendido entre el 23 de abril de 2019 y el 30 de octubre de 2024.

"**Acuerdo de PAGA**" es el acuerdo y resolución de todas las Reclamaciones de PAGA Liberadas.

III. ANTECEDENTES DE LA ACCIÓN

El 23 de abril de 2020, la Demandante notificó por escrito a la Agencia del Desarrollo del Trabajo y de la Fuerza Laboral de California ("LWDA") y al Demandado las disposiciones específicas del Código Laboral de California que, según la Demandante, se violaron. El 24 de abril de 2020, la Demandante inició una demanda colectiva y representativa presentando una demanda colectiva en la Acción. El 1 de junio de 2020, el Demandado eliminó la Acción ante el Tribunal de Distrito de los Estados Unidos para el Distrito Central de California, donde se le asignó el Caso No. 2:20-cv-04874-DSF-JPR (la "Acción Federal"). El 30 de octubre de 2020, la Demandante proporcionó una notificación escrita enmendada a la LWDA y al Demandado de las disposiciones específicas del Código Laboral de California que, según la Demandante, se violaron ("Carta de PAGA"). El 4 de enero de 2021, la Demandante presentó una primera demanda colectiva modificada ("Demanda Operativa") en la Acción Federal. El 25 de mayo de 2021, el tribunal de la Acción Federal concedió la solicitud de la Demandante para la certificación de la demanda colectiva y certificó el siguiente grupo y subgrupos:

> Grupo: Todas las personas que fueron empleadas por los Demandados en el Estado de California en cualquier momento durante el período del 24 de abril de 2016 hasta la sentencia final (el "Período Relevante") y que caen dentro de la definición de una o todas las siguientes Subgrupos:
>
> > Subgrupo 1: Todos los miembros del Grupo cuyo empleo fue finalizado (incluidos, sin limitación, los suspendidos temporalmente, cesantes o "suspendidos") y a quienes no se les pagó el tiempo de vacaciones adquirido y/o los días festivos flotantes inmediatamente después del cese de su empleo dentro del Período Relevante.
> >
> > Subgrupo 2: Todos los miembros del Grupo cuyo empleo fue finalizado (incluidos, sin limitación, los suspendidos temporalmente, cesantes o "suspendidos") y que no recibieron el pago de las bonificaciones no discrecionales adquiridas por habitaciones de hotel inmediatamente después del cese de su empleo dentro del Período Relevante.
> >
> > Subgrupo 3: Todos los miembros del Grupo que reciben o recibieron pago por hora y/o no están exentos, que trabajaron horas extras y recibieron pago por horas extras, y que ganaron bonificaciones no discrecionales por habitaciones de hotel durante el Período Relevante.

Tras una apelación y una extensa práctica de mociones en el Tribunal de Apelaciones de los Estados Unidos para el Noveno Circuito, el Tribunal de Apelaciones de los Estados Unidos ordenó que el Subgrupo 2 y el Subgrupo 3 ya no tienen reclamos viables y

En la Demanda Operativa respecto del Subgrupo 1 sólo siguen siendo viables las siguientes reclamaciones:

d. Sanciones por tiempo de espera según las Secciones 201, 203 y 227.3 del Código Laboral de California;

e. Prácticas comerciales desleales e ilegales según la Sección 17200 *y siguientes* del Código de Negocios y Profesiones de California, basadas en infracciones de las sanciones por tiempo de espera según las Secciones 201, 203 y 227.3 del Código Laboral de California; y

f. PAGA basada en violaciones de las sanciones por tiempos de espera según las Secciones 201, 203 y 227.3 del Código Laboral de California.

El 1 de junio de 2020, la Acción Federal fue remitida al Tribunal Superior de Los Ángeles (es decir, la Acción).

El Demandado niega todas las acusaciones en la Acción o que haya violado alguna ley.

Las Partes participaron en una mediación con un respetado mediador de demandas colectivas y, como resultado, llegaron a un acuerdo. Posteriormente, las partes han firmado una Estipulación Conjunta de la Demanda Colectiva y del Acuerdo de PAGA (el "Acuerdo" o "Conciliación").

El 27 de agosto de 2025, el Tribunal dictó una orden que aprobaba preliminarmente el Acuerdo. El Tribunal designó a Apex Class Action LLC como administrador del Acuerdo ("Administrador del Acuerdo"), a la Demandante Karen Hartstein como representante del Grupo ("Representante del Grupo") y a los siguientes abogados de la Demandante como abogados del Grupo ("Abogados del Grupo"):

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
Teléfono: (310) 622-4278 / Fax: (855) 786-6356

Si usted es un Miembro del Grupo, no necesita realizar ninguna acción para recibir un Pago Colectivo Individual, pero tiene la oportunidad de solicitar la exclusión del Acuerdo Colectivo (en cuyo caso no recibirá dicho Pago), oponerse al Acuerdo del Grupo y/o disputar el monto estimado de su Pago Colectivo Individual y/o la tarifa por hora que se le acredite, si así lo desea, como se explica con más detalle en las Secciones III y IV a continuación. Si usted es un Empleado de PAGA, no necesita realizar ninguna acción para recibir un Pago Individual de PAGA; no tendrá la oportunidad de oponerse ni solicitar la exclusión del Acuerdo de PAGA, y todos los Empleados de PAGA estarán sujetos al Acuerdo de PAGA si el Tribunal otorga la aprobación final del Acuerdo.

El Acuerdo representa un compromiso y una resolución de reclamaciones altamente controvertidas. Nada en el Acuerdo pretende ni se interpretará como una admisión por parte del Demandado de que las reclamaciones en la Demanda tengan fundamento ni de que el Demandado tenga responsabilidad alguna ante la Demandante, los Miembros del Grupo o los Empleados de PAGA. La Demandante y el Demandado, y sus respectivos abogados, han concluido y acordado que, considerando los riesgos e incertidumbres para ambas partes de continuar el litigio, el Acuerdo es justo, razonable y adecuado, y redunda en el mejor interés de los Miembros del Grupo, el Estado de California y los Empleados de PAGA.

IV. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula del Acuerdo

El monto total bruto del acuerdo es de once millones ochocientos cincuenta mil dólares y cero centavos ($11,850,000.00) (el "Monto Bruto del Acuerdo"). La parte del Monto Bruto del Acuerdo que está disponible para el pago a los Miembros del Grupo se conoce como el "Monto Neto del Acuerdo". El Monto Neto del Acuerdo será el Monto Bruto del Acuerdo menos los siguientes pagos que están sujetos a la aprobación del Tribunal: (1) honorarios de abogados, por un monto que no exceda el 35% del Monto Bruto del Acuerdo (*es decir* , $4,147,500.00), y reembolso de costos y gastos de litigio, por un monto que no exceda los trescientos cincuenta mil dólares y cero centavos ($350,000.00) a los Abogados del Grupo; (2) Pago por Servicios por un monto que no exceda los veinticinco mil dólares y cero centavos ($25,000.00) a la Demandante por sus servicios en la Acción; (3) el monto de quinientos mil dólares y cero centavos ($500,000.00) asignado a sanciones civiles bajo la Ley de Fiscales Generales Privados ("Monto PAGA"), del cual se le pagará a la LWDA el 75% ($375,000.00) ("Pago a la LWDA") y el 25% restante ($125,000.00) se distribuirá a los Empleados de PAGA ("Monto para Empleados de PAGA"); y (4) Costos de Administración del Acuerdo por un monto que no exceda los treinta y cinco mil dólares y cero centavos ($35,000.00) al Administrador del Acuerdo.

Los Miembros del Grupo son elegibles para recibir el pago bajo el Acuerdo Colectivo de su parte *prorrateada* del Monto Neto del Acuerdo ("Pago Colectivo Individual"). El Administrador del Acuerdo ha creado un "Porcentaje de Asignación Preliminar" para cada Miembro del Grupo. El numerador son las penalizaciones por tiempo de espera completo estimado del Miembro del Grupo individual, con base en su tarifa por hora de pago y clasificación como empleado de tiempo completo (8 horas por día) o tiempo parcial (5 horas por día), y el denominador es la suma de las penalizaciones por tiempo de espera completo estimado de todos los Miembros del Grupo. El Administrador del Acuerdo ha multiplicado el Porcentaje de Asignación Preliminar para cada Miembro del Grupo por el Monto Neto del Acuerdo para determinar el Pago Colectivo Individual estimado de ese Miembro del Grupo. Los Miembros del Grupo que no presenten una Solicitud de Exclusión oportuna y válida ("Miembros del Grupo del Acuerdo") recibirán su Pago Colectivo Individual final.

Los Empleados de PAGA tienen derecho a recibir el pago, en virtud del Acuerdo PAGA, de su parte *prorrateada* del Monto del Empleado de PAGA (el "Pago Individual de PAGA"). El Administrador del Acuerdo dividió el Monto del Empleado de PAGA (es decir, el 25 % del Monto PAGA) entre el número total de Empleados de PAGA para obtener el Pago Individual de PAGA de cada empleado.

Cada Pago Colectivo Individual y Pago Individual de PAGA se asignará como penalidades del cien por ciento (100%), no estará sujeto a impuestos ni retenciones y se informará en el Formulario 1099 del IRS (si corresponde).

Si el Tribunal otorga la aprobación final del Acuerdo, los Pagos Colectivos Individuales se enviarán por correo a los Miembros del Grupo del Acuerdo y los Pagos Individuales de PAGA se enviarán por correo a los Empleados de PAGA a la dirección registrada en el Administrador del Acuerdo. **Si la dirección a la que se envió este Aviso Colectivo es incorrecta, o si se muda después de recibirla, debe proporcionar su dirección postal correcta al Administrador del Acuerdo lo antes posible para asegurarse de recibir cualquier pago al que tenga derecho en virtud del Acuerdo.**

B. <u>Su tarifa por hora, Pago Colectivo Individual estimado y Pago Individual de PAGA estimado (si corresponde)</u>

Como se explicó anteriormente, su Pago Colectivo Individual estimado se basa en sus penalidades por tiempo de espera total, en su tarifa de pago por hora y su clasificación como empleado de tiempo completo (8 horas por día) o tiempo parcial (5 horas por día).

Según los registros del Demandado:

Se le acredita un salario por hora de $«Rate».

Según los términos del Acuerdo, su Pago Colectivo Individual se estima en $«Est_Class_PMT».

Según los términos del Acuerdo, su Pago Individual de PAGA se estima en $«Est_PAGA_PMT».

Si usted desea disputar el monto de su Pago Colectivo Individual o su tarifa por hora, debe presentar su disputa al Administrador del Acuerdo ("Disputa"). La Disputa debe: (a) contener el nombre y el número del caso de la Demanda (*Hartstein v. Hyatt Corporation*, Caso No. 20STCV15895); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) indicar claramente que disputa los montos que se le acreditaron y que su argumento es la tarifa correcta; y (d) ser devuelta por correo electrónico o correo postal al Administrador del Acuerdo a la dirección especificada en la Sección IV.B a continuación, con sello postal estampado del 2 de enero de 2026 o antes.

El proceso de aprobación del acuerdo puede tardar varios meses. Su Pago Colectivo Individual y el Pago Individual de PAGA (si corresponde) reflejados en este Aviso Colectivo son solo una estimación. Su Pago Colectivo Individual y el Pago Individual de PAGA (si corresponde) reales pueden ser mayores o menores.

C. <u>Liberación de las Reclamaciones</u>

En la Fecha de Entrada en Vigor y la financiación total del Monto Bruto del Acuerdo, se considerará que la Demandante y todos los Miembros del Grupo del Acuerdo han liberado, resuelto, comprometido, renunciado y exonerado total, definitivamente y para siempre a las Partes Liberadas de todas las Reclamaciones Colectivas Liberadas.

En la Fecha de Entrada en Vigor y la financiación total del Monto Bruto del Acuerdo, la Demandante, el Estado de California con respecto a todos los Empleados de PAGA y todos los Empleados de PAGA se considerarán que han liberado, resuelto, comprometido, renunciado y descargado total, definitivamente y para siempre a las Partes Liberadas de todos las Reclamaciones de PAGA Liberadas.

"Reclamaciones Colectivas Liberadas" son todas y cada una de las reclamaciones, derechos, demandas, cargos, quejas, causas de acción, obligaciones, daños, sanciones, intereses o responsabilidades de cualquier tipo, que se alegaron o podrían haberse alegado con base en los hechos de la Demanda Operativa, que surjan durante el Período del Grupo por la supuesta falta del Demandado de pagar oportunamente todos los salarios y/o tiempo de vacaciones adquirido/tiempo libre remunerado y/o días festivos flotantes inmediatamente después de la terminación (incluyendo, sin limitación, despido temporal, suspensión temporal o "suspensión temporal") en o alrededor de marzo de 2020 en relación con la pandemia de Covid-19, supuestamente en violación de las Secciones 201, 203 y 227.3 del Código Laboral de California, y por la supuesta violación de las secciones 17200, *y sig*. del Código de Negocios y Profesiones de California con base en las supuestas violaciones del Código Laboral de California antes mencionadas.

"Reclamaciones de PAGA Liberadas" son todas y cada una de las reclamaciones, derechos, demandas, cargos, quejas, causas de acción, obligaciones, daños, sanciones, intereses o responsabilidad de cualquier tipo, que se alegaron o podrían haberse alegado con base en los hechos de la Demanda Operativa, por sanciones civiles bajo la Ley de Fiscales Generales Privados de 2004, Secciones 2698 *y siguientes* del Código Laboral de California, como se alega en la Carta de PAGA y/o la Demanda Operativa, que surgieron en o alrededor de marzo de 2020 por la supuesta falta del Demandado de pagar oportunamente todos los salarios y/o tiempo de vacaciones adquirido/tiempo libre pagado y/o días festivos flotantes inmediatamente después de la terminación (incluyendo, sin limitación, despido temporal, suspendido o "suspendido") en relación con la pandemia de Covid-19, supuestamente en violación de las Secciones 201, 203 y 227.3 del Código Laboral de California.

"Partes Liberadas" son el Demandado y sus directores, funcionarios, accionistas, propietarios, miembros, abogados, aseguradores, predecesores, sucesores, cesionarios, subsidiarias y afiliados anteriores y actuales.

D. <u>Honorarios y Costos de los Abogados del Grupo</u>

Los Abogados del Grupo solicitarán honorarios de abogados por un monto que no exceda el 35% del Monto bruto del acuerdo (es decir, $4,147,500.00 y el reembolso de los costos y gastos del litigio por un monto que no exceda los trescientos cincuenta mil dólares y cero centavos ($350,000.00) (colectivamente, "Honorarios y Costos de Abogados"), sujeto a la aprobación del Tribunal. Los Honorarios y Costos de Abogados otorgados por el Tribunal se pagarán del Monto Bruto del Acuerdo. Los Abogados del Grupo han estado procesando la Acción en nombre de la Demandante, los Miembros del Grupo y los Empleados de PAGA sobre la base de honorarios de contingencia (es decir, sin recibir pago alguno hasta la fecha) y han estado pagando todos los costos y gastos del litigio.

E. Pago por Servicios al Demandante

La Demandante solicitará la cantidad de veinticinco mil dólares y cero centavos ($25,000.00) ("Pago por Servicios") en reconocimiento a sus servicios en relación con la Demanda. El Pago por Servicios se abonará con el Monto Bruto del Acuerdo, sujeto a la aprobación del Tribunal, y, de ser concedido, se le pagará a la Demandante además de su Pago Colectivo Individual y el Pago Individual de PAGA a los que tiene derecho en virtud del Acuerdo.

F. Costos de administración del Acuerdo para el Administrador del Acuerdo

Se estima que el pago al Administrador del Acuerdo no excederá los treinta y cinco mil dólares y cero centavos ($35,000.00 ("Costos de Administración del Acuerdo") por los costos del proceso de notificación y administración del acuerdo, incluidos, entre otros, los gastos de notificar a los Miembros del Grupo sobre el Acuerdo, procesar Solicitudes de Exclusión, Avisos de Objeción y Disputas, calcular los Pagos Colectivos Individuales y los Pagos Individuales de PAGA, y distribuir los pagos y formularios de impuestos bajo el Acuerdo, y se pagarán del Monto Bruto del Acuerdo, sujeto a la aprobación del Tribunal.

V. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO MIEMBRO DEL GRUPO?

Apex ID: «Apex_ID»

Pin Number: «Pin_Number»

A. Participar en el Acuerdo

Si usted desea participar en el Acuerdo Colectivo y recibir dinero de este, no tiene que hacer nada. Se le incluirá automáticamente en el Acuerdo Colectivo y se le emitirá su Pago Colectivo Individual, a menos que decida excluirse. Si desea recibir su pago mediante pago digital en lugar de un cheque enviado por correo, escanee el código QR para ver las opciones de pago digital disponibles y realizar su selección.

A menos que elija excluirse del Acuerdo Colectivo y si el Tribunal otorga la aprobación final del Acuerdo, usted estará obligado por los términos del Acuerdo Colectivo y cualquier sentencia que pueda dictar el Tribunal con base en el mismo, y liberará las Reclamaciones Colectivas Liberadas contra las Partes Liberadas como se describe en la Sección III.C arriba.

Si usted es un Empleado de PAGA y el Tribunal otorga la aprobación final del Acuerdo, se le incluirá automáticamente en el Acuerdo de PAGA y se le emitirá su Pago Individual de PAGA. Esto significa que estará sujeto a los términos del Acuerdo de PAGA y a cualquier sentencia que el Tribunal dicte con base en él, y renunciará a las Reclamaciones de PAGA Liberadas contra las Partes Liberadas, como se describe en la Sección III.C. arriba.

Como Miembro del Grupo y Empleado de PAGA (si corresponde), usted no será responsable por separado del pago de honorarios de abogados o costos y gastos de litigio, a menos que contrate a su propio abogado, en cuyo caso será responsable de sus propios honorarios y gastos de abogado.

B. Solicitud de Exclusión del Acuerdo Colectivo

Los Miembros del Grupo pueden solicitar ser excluidos del Acuerdo Colectivo enviando una carta ("Solicitud de Exclusión") al Administrador del Acuerdo, a la siguiente dirección:

Apex Class Action LLC
claims@apexclassaction.com
PO Box 54668, Irvine, CA 92619

Una Solicitud de Exclusión debe: (a) contener el nombre del caso y el número de la acción (*Hartstein v. Hyatt Corporation*, Caso No. 20STCV15895); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) indicar claramente que no desea ser incluido en el acuerdo colectivo; y (d) ser devuelta por correo electrónico o correo postal al administrador del acuerdo a la dirección especificada anteriormente, enviada por correo electrónico o con sello postal estampado del 2 de enero de 2026 o antes.

Si el Tribunal otorga la aprobación final del Acuerdo, cualquier Miembro del Grupo que presente una Solicitud de Exclusión válida y oportuna no recibirá un Pago Colectivo Individual, no estará sujeto al Acuerdo del Grupo (ni a la liberación de las Reclamaciones del Grupo Liberadas descrita en la Sección III.C anterior) y no tendrá derecho a objetar, apelar ni comentar sobre el Acuerdo del Grupo. Los Miembros del Grupo que no presenten una Solicitud de Exclusión válida y oportuna serán considerados Miembros del Grupo del Acuerdo y estarán sujetos a todos los términos del Acuerdo del Grupo, incluidos los relativos a la liberación de las reclamaciones descrita en la Sección III.C anterior, así como a cualquier sentencia que el Tribunal pueda dictar con base en ello. Los Empleados de PAGA estarán sujetos al Acuerdo de PAGA (y a la liberación de las Reclamaciones del Grupo Liberadas descrita en la Sección III.C anterior) y recibirán un Pago Individual de PAGA, independientemente de si presentan una Solicitud de Exclusión o no.

C. Objetar el Acuerdo Colectivo

Usted puede presentar una Objeción al Acuerdo Colectivo siempre y cuando no haya presentado una Solicitud de Exclusión enviando una objeción por escrito ("Notificación de Objeción") al Administrador del acuerdo.

La Notificación de Objeción debe: (a) contener el nombre del caso y el número de la Acción (*Hartstein v. Hyatt Corporation*, Caso No. 20STCV15895); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su número de Seguro Social; (c) contener una declaración escrita de todos los motivos de la objeción acompañada de cualquier respaldo legal para dicha objeción; (d) contener copias de cualquier documento, escrito u otros documentos en los que se base la objeción; y (e) ser devuelto por correo electrónico o correo postal al Administrador del Acuerdo a la dirección especificada que figura en la Sección IV.B anterior, enviada por correo electrónico o con sello postal estampado del 2 de enero de 2026 o antes.

Usted también puede comparecer en la Audiencia de Aprobación Final y presentar su objeción oralmente, independientemente de si ha presentado un Aviso de Objeción.

VI. AUDIENCIA DE APROBACIÓN FINAL

El Tribunal celebrará una Audiencia de Aprobación Final en el Departamento 17 del Tribunal Superior del Condado de Los Ángeles, ubicado en el Palacio de Justicia de Spring Street, 312 North Spring Street, Los Ángeles, California 90012, el 20 de enero de 2026 a las 9:00 a. m., para determinar si el Acuerdo debe aprobarse definitivamente como justo, razonable y adecuado. También se solicitará al Tribunal que apruebe y conceda los Honorarios y Costos de los Abogados del Grupo, el Pago por Servicios a la Demandante y los costos de administración del Acuerdo al Administrador del Acuerdo.

La Audiencia de Aprobación Final podrá aplazarse sin previo aviso a los Miembros del Grupo y a los Empleados de PAGA. No es necesario que comparezca en la Audiencia de Aprobación Final, aunque puede hacerlo si lo desea.

Usted puede encontrar más información sobre cómo comparecer de forma remota a través de LA Court Connect en línea en: https://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci

VII. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del Acuerdo, consulte el Acuerdo detallado y otros documentos que obran en los archivos del Tribunal.

Puede ver el Acuerdo de Conciliación y otros documentos presentados en la demanda visitando Stanley Mosk Courthouse, 111 North Hill Street, California 90012, durante el horario comercial normal, o en línea visitando el siguiente sitio web: https://www.lacourt.org/casesummary/ui/

Además, puede ver cualquier documento presentado en la Acción Federal accediendo al expediente judicial por una tarifa a través del sistema de Acceso Público a los Registros Electrónicos del Tribunal (PACER) del tribunal en https://ecf.cacd.uscourts.gov/cgi-bin/ShowIndex.pl.

Usted también puede visitar el sitio web del Administrador del Acuerdo en https://hyatt.apexclassaction.com para obtener documentos clave de la Acción.

POR FAVOR, NO LLAME AL TRIBUNAL NI A LA OFICINA DEL SECRETARIO PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

SI USTED TIENE ALGUNA PREGUNTA, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: 1-800-355-0700, O TAMBIÉN PUEDE COMUNICARSE CON EL ABOGADO DEL GRUPO.

Exhibit B

APEX
CLASS ACTION ADMINISTRATION

Quotation Request:
Alexandra Rose
Blackstone Law
arose@blackstonepc.com
310.361.0599

Prepared By:
Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Case Name:	**Karen Hartstein v. Hyatt Corporation**
Date:	Monday, March 24, 2025
RFP Number:	12170033

Settlement Specifications	
Estimated Class Size:	**6,200**
Certified Language Translation:	**Yes**
Interactive Settlement Website	**Yes**
Percentage of Undeliverable Mail	**20%**

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	$125.00	5	$625.00
Data Analyst	Per Hour	$150.00	5	$750.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of $150/hr.				
			Sub Total:	$1,375.00
Mailing of Class Notice				
Form Set Up	Per Hour	$120.00	1	$120.00
Print & Mail Class Notice	Per Piece	$0.90	6,200	$5,580.00
USPS First Class Postage	Per Piece	$0.67	6,200	$4,154.00
Remail Undeliverable Mail (Skip-Trace)	Per Piece	$2.00	1,240	$2,480.00
Receive and Process Undeliverable Mail	Per Hour	$75.00	4	$300.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	$75.00	6	$450.00
NCOA Address Update (USPS)	Static Rate	$994.20	1	$994.20
Certified Language Translation: Spanish	Static Rate	$1,200.00	1	$1,200.00
			Sub Total:	$15,278.20
Project Management				
Project Management	Per Hour	$150.00	5	$750.00
Project Coordinator	Per Hour	$90.00	4	$360.00
Data Analyst and Reporting	Per Hour	$140.00	4	$560.00
			Sub Total:	$1,670.00

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	$1,250.00	1	$1,250.00
Interactive Settlement Website, Electronic Payment Menu	Static Rate	$1,500.00	1	$1,500.00
Settlement Status Reports	Static Rate	$750.00	1	Waived
			Sub Total:	$2,750.00
Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	$120.00	6	$720.00
Account Management and Reconciliation	Per Hour	$140.00	6	$840.00
Electronic Disbursements: Venmo & Zelle	Per Transaction	$0.50	1,860	$930.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	$0.75	4,340	$3,255.00
USPS First Class Postage	Per Piece	$0.67	4,340	$2,907.80
Remail Distribution to Updated Address (Skip Trace)	Per Piece	$2.00	434	$868.00
Individual Income Tax Preparation & Reporting	Per Hour	$100.00	10	$1,000.00
QSF Income Tax Reporting (per calendar year)	Per Year	$1,250.00	1	$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	$500.00	1	$500.00
			Sub Total:	$12,270.80
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	$135.00	5	$675.00
Project Management Reconciliation	Per Hour	$100.00	5	$500.00
Declarations	Per Hour	$120.00	4	$480.00
			Sub Total:	$1,655.00
			WILL NOT EXCEED:	**$34,999.00**
			DISCOUNTED WILL NOT EXCEED:	**$29,890.00**

Thank you for your business!

CLASS ACTION ADMINISTRATION

Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (I) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.