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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

FAUSTINO RAMOS and ALBERTO MEZA
SOLIS, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

vs.

HYATT DIE CAST AND ENGINEERING
CORPORATION–SOUTH, a California
corporation; PARTNERS PERSONNEL –
MANAGEMENT SERVICES, LLC, a
Delaware limited liability company; NEXEM
PARTNERS, LLC, a Delaware limited
liability company; and DOES 1 through 100,

Defendants.

Case No. 30-2020-01174518-CU-OE-CXC

*[Assigned for all purposes to the Hon. Peter J.
Wilson, Dept. CX-101]*

**DECLARATION OF PAUL K. HAINES IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: August 24, 2023
Time: 2:00 p.m.
Dept.: CX-101

Complaint Filed: December 14, 2020
Trial Date: None Set

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1 the strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification,
2 and potential damages resulting from such claims; drafting mediation briefs; serving as the
3 primary contact to in-house counsel; deposing named plaintiffs and putative class members;
4 deposing retained expert witnesses; and defending the depositions of corporate witnesses. In
5 short, I played an integral role in all aspects of litigation from the inception of a matter through
6 and beyond class certification. I also supervised the work of several junior attorneys who were
7 staffed on the same wage and hour class actions.

8 5. In June 2011, I voluntarily resigned from Littler Mendelson in order to accept an
9 associate attorney position with the international law firm of Morgan, Lewis & Bockius LLP at
10 its Los Angeles office, where I began working in July 2011. During my employment at Morgan,
11 Lewis & Bockius LLP, I worked exclusively on the defense of wage and hour class and collective
12 actions. For the vast majority of these cases, I was the only associate staffed on the matters, and
13 I performed the same job duties as described in the immediately preceding paragraph. In addition
14 to working on wage and hour class actions, at Morgan, Lewis & Bockius I also worked on a
15 number of “hybrid” actions asserting nationwide wage and hour claims under the Fair Labor
16 Standards Act, as well as California-specific claims under Rule 23 of the Rules of Civil
17 Procedure.

18 6. In July 2012, I transitioned into litigating wage and hour class actions from the
19 Plaintiff’s side, first as a Partner with the law firm of Boren, Osher & Luftman, LLP, and since
20 February 2016 as a Shareholder of Haines Law Group, APC. Currently, over ninety percent (90%)
21 of my practice is dedicated exclusively to the prosecution of wage and hour class actions, and my
22 law firm is currently responsible for prosecuting over fifty (50) wage and hour class actions filed
23 in both State and Federal courts throughout California. I have been appointed as Class Counsel
24 in over one hundred (100) wage and hour class action settlements in state and federal courts
25 within California. Some examples of the matters in which I have been appointed as Class Counsel,
26 all of which have been granted final approval, include the following: *Shaw v. Conant Auto Retail*,
27 *San Diego*, Case No. 37-2014-00044052-CU-OE-CTL, California Superior Court, County of San
28 Diego, Hon. Judge Joan M. Lewis, presiding; *Tirado v. Ricon Corp.*, Case No. BC537042,

1 California Superior Court, County of Los Angeles, Hon. John S. Wiley, presiding; *Horta v.*
2 *Searles Valley Minerals, Inc.*, Case No. CIVDS 1507615, California Superior Court, County of
3 San Bernardino, Hon. Donald Alvarez presiding; *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-
4 100007-DRL, California Superior Court, County of Kern, Hon. David R. Lampe presiding;
5 *Kostyuk, et al. v. Golden State Overnight Delivery Service, Inc.*, Case No. RG14727191,
6 California Superior Court, Alameda County, Hon. Winifred Y. Smith presiding; *Leverage, et al*
7 *v. Traeger Pellet Grills, LLC, et al*, Case No. 16-cv-00784-KAW, United States District Court
8 for the Northern district of California, Hon. Kandis A. Westmore presiding; *Nunez v. CompuCom*
9 *Systems, Inc.*, Case No. BC618385, California Superior Court, County of Los Angeles, Hon. John
10 Shepard Wiley, Jr., presiding; *Morales v. Caremeridian, LLC, et al.*, Case No. BC593191,
11 California Superior Court, County of Los Angeles, Hon. William F. Highberger presiding;
12 *Rodrigues v. CP Kelco U.S., Inc.*, Case No. 37-2017-00004339-CU-OE-CTL, California Superior
13 Court, County of San Diego, Hon. Joel R. Wohlfeil, presiding; *Beach-Barrow, et al v. The Hertz*
14 *Corp.*, Case No. RG17848833, California Superior Court, County of Alameda, Hon. Ioana Petrou
15 presiding; *Gooding v. Vita-Mix Corp., et al*, Case No. 2:16-cv-03898-ODW (JEMx), United
16 States District Court for the Central District of California, Hon. Otis D. Wright II presiding; *Afa,*
17 *et al v. Alliance Ground Int’l, LLC*, Case No. BC661449, California Superior Court, County of
18 Los Angeles, Hon. William F. Highberger presiding.

19 7. I have also moved to certify and have received an order certifying a class action
20 and/or conditionally certifying a collective action in the following cases:

- 21 • *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-OE-
22 CXC, California Superior Court, County of Orange, Honorable Judge Gail A. Andler,
23 presiding (certifying a class of employees who were misclassified as independent
24 contractors);
- 25 • *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx), United
26 States District Court, Central District of California, Honorable Judge Beverly Reid
27 O’Connell, presiding (conditionally certifying an unpaid FLSA overtime wage class);
- 28 • *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States

District Court, Central District of California, Honorable Judge John F. Walter, presiding (certifying rest period class and conditionally certifying FLSA unpaid overtime class);

- *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District Court, Northern District of California, Honorable Judge Haywood S. Gilliam, Jr., presiding (conditionally certifying an unpaid FLSA overtime wage class);

- *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United States District Court, Eastern District of California, Honorable Jennifer L. Thurston, presiding (conditionally certifying an unpaid FLSA overtime wage class);

- *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Claster, presiding (certifying unpaid overtime wage class and waiting time penalty class);

- *Camacho v. Residential Fire Systems, Inc.*, Case No. 30-2015-775372-CU-OE-CXC, California Superior Court, County of Orange, Honorable Glenda Sanders, presiding (certifying piece rate pay plan classes, expense reimbursement class, wage statement class, and waiting time penalties class);

- *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx), United States District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six classes of employees for rest period violations, wage statement violations, meal period violations, and overtime and double-time violations);

- *Vazquez, et al v. Kraft Heinz Foods Company*, Case No. 16-cv-2749-WQH-BLM, United States District Court, Southern District of California, Honorable William Q. Hayes presiding (certifying six classes of employees for unpaid wages, meal period violations, wage statement violations, and waiting time penalties);

- *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-06874-WHA, United States District Court, Northern District of California, Honorable William H. Alsup presiding (certifying three classes of employees for unlawful wage deduction violations, wage statement violations, and waiting time violations);

- 1 • *Staublein v. Wells Fargo Bank, N.A.*, Case No. CIVDS1712267, California Superior
2 Court, County of San Bernardino, Honorable David Cohn presiding (certifying a wage
3 statement class);
- 4 • *Perez v Sunbelt Rentals, Inc.*, Case No. Case No. 37-2018-00026405-CU-OE-CTL,
5 California Superior Court, County of San Diego, Honorable Eddie C. Sturgeon, presiding
6 (certifying wage statement class);
- 7 • *Bowlin-Burdick et al v. Life Care Centers of America*, Case No. BC657139, Los Angeles
8 County Superior Court, Hon. Maren E. Nelson (certifying four classes for meal period
9 violations, rest period violations, wage statement violations, and waiting time penalties);
10 and
- 11 • *McDonald, et al. v. Sierra Pacific Industries*, Case No. 191133, Shasta County Superior
12 Court, Hon. Tamara L. Wood (certifying eight classes for meal period violations, rest
13 period violations, unpaid wages, unreimbursed business expenses, wage statement
14 violations, and waiting time penalties).

15 8. In 2015, 2016, and 2017, Thomson Reuters recognized me as a top young attorney
16 in Southern California in the annual Rising Stars Edition of Super Lawyer. This is an honor
17 awarded to no more than two-and-a-half percent of attorneys under the age of forty in Southern
18 California each year. In 2018, 2019, 2020, and 2021, Thomson Reuters recognized me as a “Super
19 Lawyer” in the annual Super Lawyer magazine, an honor awarded to no more than five percent
20 of all attorneys in Southern California each year.

21 9. As co-counsel for Plaintiffs and the proposed Settlement Class, I have been
22 intimately involved in every aspect of this case from its inception through the present, and I
23 believe that the proposed Settlement is a favorable result for the Settlement Class.

24 10. Defendant Hyatt Die Cast and Engineering Corporation-South (“Hyatt Die”) is in
25 the business of manufacturing various products in the die casting, general engineering, and
26 machining industries, and supply parts for companies in the aerospace, defense, and other
27 industries. Defendants Partners Personnel – Management Services, LLC (“Partners Personnel”)
28 and Nexem Partners, LLC (“Nexem Partners”) are temporary staffing agencies.

1 11. On December 14, 2020, Plaintiff Ramos, through my office, filed a representative
2 action for civil penalties under the Private Attorneys General Act, Labor Code section 2698, *et*
3 *seq.* (“PAGA”), against Defendants Hyatt Die, Partners Personnel and Nexem Staffing, Inc. in
4 the Superior Court of California, County of Orange, Case No. 30-2020-01174518-CU-OE-CXC,
5 alleging a single cause of action for civil penalties under the PAGA (“*Ramos* Action”).

6 12. On July 2, 2021, Plaintiff Solis filed a Class Action Complaint against Defendants
7 Partners Personnel, Hyatt Die, Nexem Partners, Nexem Staffing, Inc. and Staff Holdings, Inc. in
8 the Superior Court of California, County of Orange, Case No. 30-2021-01209210-CU-OE-CXC,
9 asserting claims for: failure to pay overtime wages; failure to pay minimum wages; failure to
10 provide meal periods; failure to provide rest periods; failure to pay all wages upon termination;
11 failure to provide accurate wage statements; and unfair competition (“*Solis* Action”).

12 13. On or about September 9, 2021 the *Ramos* and *Solis* Actions were deemed related
13 by this Court. On March 1, 2022, Plaintiff Solis filed and served a First Amended Class Action
14 Complaint adding a cause of action for civil penalties under the PAGA against Defendants
15 Partners Personnel, Hyatt Die and Nexem Partners.

16 14. In connection with mediation, the Parties engaged in significant informal
17 discovery, including Defendants’ production of timekeeping and payroll data for 15% of
18 employees during the Class Period, their written policies in effect during the Class Period, as well
19 as relevant data points including the number of non-exempt employees employed during the Class
20 Period, the number of workweeks worked during the Class Period, and the number of pay periods
21 and employees during the PAGA Period. My office hired a labor economist with a Ph.D in
22 economics to assist Plaintiffs in conducting a comprehensive analysis and extrapolation of the
23 timekeeping and payroll data to calculate Defendants’ potential exposure for each of Plaintiffs’
24 claims. This discovery allowed the Parties to assess the merits and value of Plaintiffs’ claims, the
25 chances of certification of Plaintiffs’ claims, and Defendants’ potential defenses.

26 15. On March 28, 2022, the Parties in the *Ramos* and *Solis* Actions attended a full-day
27 mediation with Francis J. Ortman, III, Esq., an experienced wage and hour class action mediator.
28 During mediation, the Parties vigorously debated their legal positions, the likelihood of

certification of Plaintiffs' claims, and the legal bases for the claims and defenses. At the conclusion of mediation, the Parties reached a class-wide settlement in principle. During the months that followed, the Parties negotiated and finalized the long-form Settlement now before the Court. As part of the Settlement, the Parties agreed to file a First Amended Class and Representative Action Complaint ("FAC") in this Action to add Plaintiff Solis as a named plaintiff and class representative and add all claims alleged in the *Solis* Action. On March 27, 2023, Plaintiffs filed the FAC in this Action. Attached hereto as **Exhibit 1** is the Joint Stipulation of Class Action and Private Attorneys General Act Settlement. The proposed Class Notice, Notice of Change of Address, and Request for Exclusion Form are attached as **Exhibits A, B, and C**, respectively, to the Settlement.

16. The monetary terms of the Settlement are summarized below:

• Gross Settlement Amount ("GSA"):	\$850,000.00
• Minus Court-approved attorneys' fees (one-third):	\$283,333.33
• Minus Court-approved, verified costs (up to):	\$50,000.00
• Minus Court-approved Service Payments:	\$10,000.00
• Minus payment to LWDA:	\$56,250.00
• <u>Minus estimated settlement administration costs (up to):</u>	<u>\$12,000.00</u>
Net Settlement Amount ("NSA"):	\$438,416.67

17. According to Defendants, there are approximately 465 Settlement Class members. Thus, the average Settlement Payment from the NSA is estimated to be approximately \$942.83. Further, Defendants represent that there are approximately 356 employees who fall within the PAGA Period. Therefore, the average PAGA Payment from the "PAGA Amount" is estimated to be approximately \$52.67.

18. As an initial matter, Defendant Hyatt Die contends that the overwhelming majority of its direct hires are unionized and covered by a Collective Bargaining Agreement ("CBA"), which contains an express grievance procedure and arbitration provision. Defendant Hyatt Die argued that the claims of its direct hires were therefore preempted by the CBA. Moreover, Defendants Partners Personnel and Nexem Partners contend that approximately 90% of its employees placed at Hyatt Die signed arbitration agreements with class action waivers. Setting aside any arguments as to the merits of Plaintiffs' claims, Defendants contends that absent settlement, a class-wide recovery was not possible and that only PAGA civil penalties could potentially be recovered on behalf of a subset of the Settlement Class members. As such,

1 Defendant contends that absent its agreement to not raise the arbitration agreements as an
2 affirmative defense, any recovery to the Settlement Class members through a representative
3 action would be limited to only the employees' potential 25% share of PAGA civil penalties.

4 19. Plaintiffs allege that Defendants underpaid Settlement Class members due to its
5 allegedly unlawful rounding policies/practices. Plaintiffs allege that despite Defendants'
6 timekeeping system recording time-punches to the minute, Defendants round employee time-
7 punches, resulting in an underpayment of wages to Settlement Class members. Based on
8 Plaintiffs' expert's review and extrapolation of employee timekeeping data, Plaintiffs estimate
9 that Settlement Class members were underpaid for a total of approximately 10,120 hours during
10 the Class Period. Treating these potential damages as unpaid minimum wages, Plaintiffs estimated
11 a maximum exposure for this claim at approximately \$253,000 (10,120 unpaid hours * \$12.50/hr.
12 avg. min. wage * 2 [liquidated damages under Labor Code § 1194.2]). However, Defendants
13 counter that they utilize a neutral time-rounding mechanism that results, over time, in employees
14 being paid for all hours worked. Defendants also contend that multiple Courts of Appeal have
15 found rounding mechanisms to be lawful under similar circumstances. Defendants also argue
16 that any unpaid time could have only amounted to a few minutes per day, at most, and was thus
17 *de minimis*. While Plaintiffs point to *Troester v. Starbucks Corp.*, 5 Cal.5th 829 (2018), where the
18 California Supreme Court held California's labor laws generally do not recognize a *de minimis*
19 defense, Defendants argue that *Troester* should be limited to its facts. Finally, Defendants assert
20 that Plaintiffs would be unable to certify this claim since their rounding policy is facially neutral
21 and some employees were *overpaid* due to rounding, and individualized inquiries would be
22 necessary as to whether employees were, in fact, underpaid or overpaid for each workday in
23 question (including whether they were actually working when they were clocked in), resulting in
24 an unmanageable series of mini-trials. Based on these defenses, Plaintiffs discounted the
25 estimated maximum exposure by 70% for the risk of non-certification and potential inability to
26 proceed on a classwide basis due to the arbitration agreements, and by an additional 30% to
27 account for the risk of losing on the merits or failure to recover the maximal amount sought, to
28 arrive at an estimated exposure of approximately \$53,130.

20. Plaintiffs allege that Defendants had a policy/practice of providing short (i.e., less than 30 minutes) first meal periods. Specifically, Plaintiffs allege that Defendants implemented a bell system which would sound a bell to signal the start of the meal period, and a second bell exactly 30 minutes later to signal the end of the meal period. However, Plaintiffs allege that Defendants required Settlement Class members to be back at their work stations, ready to resume working, before the second bell rang. As a result, Plaintiffs contend that Settlement Class members were required to cut their meal periods short in order to ensure that they were back at the workstations before the second bell. Plaintiffs further allege that Defendants failed to record the beginning and end of each meal period because Defendants generally did not require Plaintiffs or other non-exempt employees to clock-out for meal periods, in violation of Wage Order 1, § 7(A)(3) and Labor Code § 1174. Instead, Plaintiffs allege that Defendants automatically deducted 30 minutes from employee timekeeping records for a purported meal period, even if the meal period did not actually last for 30 minutes. Plaintiffs' analysis and extrapolation of the timekeeping data showed there were approximately 88,716 shifts in excess of 6.0 hours worked during the Class Period, including 70,596 such shifts worked by Hyatt Die direct hires and 18,120 shifts worked by Partners Personnel workers. Further, the data produced by Defendants reflected an average hourly rate of approximately \$18.40 for Settlement Class members directly hired by Hyatt Die and an average hourly rate of approximately \$13.40 for Settlement Class members hired by Partners Personnel. Assuming that Defendants' bell system resulted in a meal period violation for each of these shifts, Plaintiffs estimated a maximum total exposure for this claim at approximately \$1,541,774 ([70,596 non-compliant first meal periods by Hyatt Die direct hires * \$18.40 average premium] + [18,120 non-compliant first meal periods by Partners Personnel workers * \$13.40 average premium]). However, Defendants contend that they maintained compliant written meal period policies throughout the Class Period and provided all legally compliant meal periods in line with those policies. Defendants also argue that any short, missed, or late first meal periods were the result of lawful employee waiver or choice, thereby precluding liability. Defendants maintain Plaintiffs' meal period claim is not suited for class certification since individual inquiries would be needed to assess which employees took non-compliant meal

1 periods, how many meal periods were non-compliant, the reasons why a particular employee did
2 not take a meal period on a particular shift, and whether they waived the meal period. In light of
3 these defenses, Plaintiffs discounted the maximum amount by 70% for risk of non-certification
4 and potential inability to proceed on a classwide basis due to the arbitration agreements, and an
5 additional 35% for risk of being unsuccessful on the merits or failure to recover the full amount
6 sought, to arrive at an estimated realistic exposure of approximately \$300,646.

7 21. Plaintiffs allege that Defendants failed to provide a second meal period when
8 Settlement Class members worked in excess of 10.0 hours in a workday. Based on Plaintiffs'
9 expert's review and extrapolation of employee timekeeping data, Plaintiffs estimated there were
10 approximately 53,884 shifts in excess of 10.0 hours with a non-compliant second meal period,
11 including 42,879 shifts worked by Hyatt Die direct hires and 11,005 shifts worked by Partners
12 Personnel workers. As noted above, the data produced by Defendants reflected an average hourly
13 rate of approximately \$18.40 for Settlement Class members directly hired by Hyatt Die and an
14 average hourly rate of approximately \$13.40 for Settlement Class members hired by Partners
15 Personnel. Plaintiffs therefore estimated a maximum total exposure for this claim at
16 approximately \$936,441 ([42,879 non-compliant second meal periods for Hyatt Die direct hires
17 * \$18.40 average premium] + [11,005 non-compliant meal periods for Partners Personnel
18 employees * \$13.40 average premium]). Defendants argue that second meal periods may lawfully
19 be waived on shifts of more than 10.0 hours but less than 12.0 hours per Labor Code § 512, and
20 that employees regularly did so. Defendants further argues that Plaintiffs' second meal period
21 exposure is grossly inflated as Plaintiffs already seek a meal period premium for first meal period
22 violations on all shifts, and Plaintiffs cannot recover more than one meal period premium for each
23 workday. In addition, as with first meal periods, Defendants argue individualized inquiries would
24 be needed to determine why each second meal period was taken late or short or missed by each
25 employee, and whether there was a valid waiver, making certification of the meal period claim
26 unlikely. In light of these defenses, Plaintiffs discounted the maximum amount by 70% for risk
27 of non-certification and potential inability to proceed on a classwide basis due to the arbitration
28 agreements, and an additional 60% for risk of being unsuccessful on the merits or having exposure

1 reduced due to Defendants' waiver arguments, to arrive at an estimated realistic exposure of
2 approximately \$112,373.

3 22. Plaintiffs allege that Defendants failed to authorize and permit all legally
4 compliant off-duty rest periods due to Defendants' rest period policies/practices. Specifically,
5 Plaintiffs allege that Defendants' rest period policies/practices only authorized and permitted two
6 (2) rest periods per shift, irrespective of shift length, and therefore, failed to authorize and permit
7 third rest periods on those occasions when Plaintiffs or other non-exempt employees worked over
8 10.0 hours in a workday. Based on Plaintiffs' expert's analysis and extrapolation of employee
9 timekeeping records, there were approximately 53,884 shifts of 10.0 hours or more worked by
10 Settlement Class members during the Class Period, including 42,879 shifts worked by Hyatt Die
11 direct hires and 11,005 shifts worked by Partners Personnel workers. Thus, assuming a 100%
12 violation rate for those shifts, Plaintiffs estimated the maximum potential exposure for this claim
13 at approximately \$936,441 ([42,879 rest period violations for Hyatt Die direct hires * \$18.40
14 average premium] + [11,005 Partners Personnel rest period violations * \$13.40 average
15 premium]). Defendants counter that they have maintained compliant written rest period policies
16 throughout the Class Period and have always authorized and permitted employees a 10-minute
17 rest period for each four (4) hours worked, or major fraction thereof, as required under the Wage
18 Order, and that any failure to take rest periods was a result of employee choice, rather than any
19 policy and/or practice on the part of Defendants. Defendants also argue that Plaintiffs' rest period
20 claim is not amenable to class treatment, since individual inquiries would be required to determine
21 which employees failed to take rest periods, how many rest periods they failed to take, and the
22 reasons why each employee failed to take rest period(s) on a particular shift. These manageability
23 concerns are especially present with respect to rest period claims, Defendants argue, given that
24 rest periods are not recorded. In light of these defenses, Plaintiffs discounted the maximum
25 amount by 75% to account for the risk of non-certification and potential inability to proceed on a
26 classwide basis due to the arbitration agreements, and an additional 50% for risk of being
27 unsuccessful on the merits or failure to recover the full amount sought, to arrive at an estimated
28 realistic exposure of approximately \$117,055.

23. As a result of these alleged wage and hour violations, Plaintiffs assert that Defendants failed to comply with their final wage payment obligations, in violation of Labor Code § 203. Based on data produced by Defendants, there are approximately 318 Settlement Class members who separated their employment from Defendants and are eligible for waiting time penalties, including 45 Hyatt Die direct hires and 273 Partners Personnel workers. Plaintiffs estimated an average waiting time penalty of approximately \$4,416 ($\$18.40/\text{hr} * 8 \text{ hrs} * 30 \text{ days}$) for Hyatt Die direct employees and an average waiting time penalty of approximately \$3,216 for Partners Personnel workers ($\$13.40/\text{hr.} * 8 \text{ hours} * 30 \text{ days}$), and calculated Defendants' maximum waiting time penalty exposure at approximately \$1,076,688 ($[45 \text{ former Hyatt Die direct employees} * \$4,416 \text{ average waiting time penalty}] [273 \text{ former Partners Personnel workers} * \$3,216]$). Defendants assert they have strong, good-faith defenses to Plaintiffs' underlying claims, precluding imposition of waiting time penalties, which are only available for the "willful" failure to pay wages. Moreover, Plaintiffs would need to overcome Defendants' defenses, both as to class certification and as to the merits, to their underlying claims. *Id.* Based on these defenses, Plaintiffs discounted Defendants' maximum exposure by 75% for risk of non-certification and potential inability to proceed on a classwide basis due to the arbitration agreements, and by an additional 40% for risk of being unsuccessful on the merits or failure to recover the full amount sought, to arrive at an estimated total of approximately \$161,503.

24. As a further result of Defendants' failure to pay all wages and all meal and rest period premiums, Plaintiffs allege that Defendants issued inaccurate wage statements in violation of Labor Code § 226. Additionally, Plaintiffs allege the wage statements issued to Plaintiffs and other non-exempt employees who were supplied by Partners Personnel and Nexem Partners failed to list the name and address of the legal entity that is the employer, in violation of Labor Code § 226(a)(8). Plaintiffs' analysis reflected that there were approximately 9,731 pay periods worked by all Settlement Class members within the one-year liability window under Labor Code § 226. In calculating Defendants' exposure, Plaintiffs assumed they could recover the "initial" \$50 penalty under Section 226(e) for each violation, for a total of approximately \$486,550 ($9,731 \text{ pay}$

1 periods * \$50 “initial” penalty) in potential penalties. However, given Defendants’ arguments that
2 no violations occurred, that Settlement Class members suffered no “injury,” that any violations
3 were not “knowing and intentional,” that the wage statements always accurately reflected hours
4 worked and amounts paid to employees, as well as risks associated with Plaintiffs’ underlying
5 claims discussed above, Plaintiffs discounted the maximum exposure by 70% for risk of non-
6 certification and potential inability to proceed on a classwide basis due to the arbitration
7 agreements, and by an additional 40% for risks on the merits, for an estimated realistic exposure
8 of approximately \$87,579.

9 25. Plaintiffs also seek civil penalties under the PAGA based on these alleged Labor
10 Code violations. Plaintiffs estimated a maximum PAGA exposure of approximately \$1,556,000
11 (11,030 pay periods worked by Hyatt Die direct hires * \$100 “initial” violation rate] + [4,530 pay
12 period worked by Partners Personnel workers * \$100 “initial” violation rate]). Defendants
13 contend that since Plaintiffs’ PAGA claim is derivative of their underlying wage claims,
14 Plaintiffs’ PAGA claim would fail with those claims. Defendants further maintain that given their
15 good-faith defenses, the Court would substantially reduce any PAGA penalties awarded.
16 Therefore, Plaintiffs discounted the maximum figure by 65% for risk of losing on the merits
17 and/or not recovering a PAGA penalty for each and every pay period, and by an additional 75%
18 for risk of the Court reducing penalties, for an estimated exposure of approximately \$136,150.

19 26. Using these estimated figures, Plaintiffs estimated the realistic total recovery for
20 the Settlement Class would be approximately \$968,436. Thus, the proposed \$850,000 GSA
21 represents approximately 87.8% of Plaintiffs’ reasonably forecasted recovery.

22 27. Although the Parties engaged in significant informal discovery prior to mediation,
23 the Parties still had significant formal discovery to complete had the matter not settled. This would
24 have required expenditure of substantial time and resources by both Parties that would have very
25 likely spanned several years. Even if Plaintiff was to certify the classes, the Parties would incur
26 considerably more attorneys’ fees and costs through a possible decertification motion, trial, and
27 possible appeal. This Settlement avoids those risks and the accompanying expense.

28 28. Plaintiffs’ counsel will request an attorneys’ fees award of one-third of the GSA,

1 and up to \$50,000.00 in verified costs. Plaintiffs submit the requested fee is fair compensation
2 for undertaking complex, risky, expensive, and time-consuming litigation on a contingent basis.
3 Plaintiffs' counsel has expended significant time conducting pre-filing investigation; conducting
4 legal research; analyzing Plaintiffs' claims; analyzing employee timekeeping and payroll records
5 and other data and documents; engaging in informal discovery; working with its expert to develop
6 a comprehensive damages analysis and mediation brief; preparing for and attending mediation;
7 negotiating the Settlement; preparing this Motion; and otherwise prosecuting this case. Counsel
8 anticipates incurring additional fees in appearing at the hearing on this Motion, supervising the
9 Notice process, preparing the Final Approval Motion and appearing at the Final Approval
10 Hearing.

11 I declare under penalty of perjury under the laws of the State of California that the
12 foregoing is true and correct. Executed on June 22, 2023, at El Segundo, California.

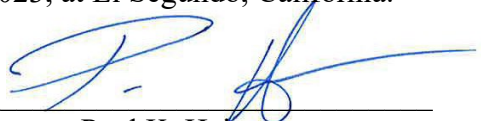
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14 _____
Paul K. Haines

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

FAUSTINO RAMOS, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

HYATT DIE CAST AND ENGINEERING
CORPORATION—SOUTH, a California
corporation; NEXEM STAFFING, INC, a
Delaware limited liability company;
PARTNERS PERSONNEL –
MANAGEMENT SERVICES, LLC, a
Delaware limited liability company; and
DOES 1 through 100,

Defendants.

Case No.: 30-2020-01174518-CU-OE-CXC

*[Assigned for all purposes to Judge Peter
Wilson, Dept. CX102]*

**CLASS ACTION AND REPRESENTATIVE
ACTION**

**JOINT STIPULATION OF CLASS ACTION
AND PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT**

Complaint Filed: December 14, 2020
Cross-Complaint Filed: March 12, 2021
Trial Date: None set

PARTNERS PERSONNEL –
MANAGEMENT SERVICES, LLC, a
Delaware limited liability company,

Cross Complainant,

vs.

HYATT DIE CAST AND ENGINEERING
CORPORATION – SOUTH, a California
corporation; and ROES 1 through 20,

Cross Defendant,

ALBERTO MEZA SOLIS, on behalf of
himself and all others similarly situated,

Plaintiffs,

v.

PARTNERS PERSONNEL-
MANAGEMENT SERVICES, LLC, a
Delaware limited liability company; HYATT
DIE CAST AND ENGINEERING
CORPORATION – SOUTH, a California
corporation; NEXEM PARTNERS, LLC, a
Delaware limited liability company; NEXEM
STAFFING, INC., a Delaware corporation;
STAFF HOLDINGS, INC., a Delaware
corporation; and DOES 1 through 100,
Inclusive

Defendants.

Related Case No.: 30-2021-01209210-CU-OE-
CXC

Complaint Filed: July 2, 2021

FAC Filed: March 1, 2022

Trial Date: None Set

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and NEXEM PARTNERS, LLC
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1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 This Joint Stipulation of Class Action Settlement (“Joint Stipulation of Settlement” or
3 “Settlement”) is made and entered into by and between Plaintiffs Faustino Ramos (“Ramos”) and Alberto
4 Meza Solis (“Solis”) (collectively “Plaintiffs” or “Class Representatives”), on behalf of themselves and
5 the Settlement Class (defined below), and Defendants Hyatt Die Cast and Engineering Corporation-South
6 (“Hyatt Die”), Partners Personnel – Management Services, LLC (“Partners Personnel”) and Nexem
7 Partners, LLC (“Nexem Partners”) (collectively “Defendants”). Plaintiffs and Defendants are collectively
8 referred to herein as “the Parties.”

9 THE PARTIES STIPULATE AND AGREE as follows:

10 1. On December 14, 2020, Plaintiff Ramos filed a representative action for civil penalties
11 under the Private Attorneys General Act, Labor Code section 2698, *et seq.* (“PAGA”), against Defendants
12 Hyatt Die, Partners Personnel and Nexem Staffing, Inc. in the Superior Court of California, County of
13 Orange, Case No. 30-2020-01174518-CU-OE-CXC, alleging: (1) failure to pay all overtime wages; (2)
14 failure to pay all minimum wages; (3) failure to authorize and permit all lawful rest periods or pay rest
15 period premiums; (4) failure to provide all lawful meal periods or pay meal period premiums; (5)
16 prohibiting employees from using the restroom outside of their designated meal and rest periods; (6)
17 failure to issue complete and accurate wage statements; (7) failure to timely pay all final wages upon
18 separation; (8) failure to pay all earned wages at least twice during each calendar month; and (9) failure
19 to maintain accurate employee records (“Ramos Action”).

20 2. On December 29, 2020, Defendant Nexem Staffing, Inc. filed its Certificate of Surrender
21 (“Certificate”) with the California Secretary of State, and consented to process of service being served
22 upon the California Secretary of State for any liability or obligation incurred within California prior to the
23 filing of the Certificate. On February 24, 2021, pursuant to California Corp. Code section 2114(b), the
24 California Secretary of State accepted service of process for Defendant Nexem Staffing, Inc., which failed
25 to respond to the Complaint.

26 3. On February 17, 2021, Defendant Hyatt Die filed its Answer to Plaintiff Ramos’
27 Complaint.

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1 4. On March 12, 2021, Defendant Partners Personnel filed its Answer to Plaintiff Ramos’
2 Complaint, as well as a Cross-Complaint against Hyatt Die.

3 5. On April 12, 2021, Defendant Hyatt Die filed an Answer to Partners Personnel’s Cross-
4 Complaint.

5 6. On July 2, 2021, Plaintiff Solis filed a Class Action Complaint against Defendants Partners
6 Personnel, Hyatt Die, Nexem Partners, Nexem Staffing, Inc. and Staff Holdings, Inc. in the Superior Court
7 of California, County of Orange, Case No. 30-2021-01209210-CU-OE-CXC, asserting claims for: failure
8 to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide
9 rest periods; failure to pay all wages upon termination; failure to provide accurate wage statements; and
10 unfair competition (“Solis Action”).

11 7. On September 9, 2021 the Ramos and Solis Actions were deemed related by this Court.

12 8. On March 1, 2022, Plaintiff Solis filed and served a First Amended Class Action Complaint
13 adding a PAGA cause of action for civil penalties against Defendants Partners Personnel, Hyatt Die and
14 Nexem Partners.

15 9. On March 28, 2022, the parties in the Ramos and Solis Actions attended private mediation
16 with mediator Tripper Ortman and reached a settlement in principle at mediation.

17 10. On April 25, 2022, Plaintiff Solis and Defendants Partners Personnel, Hyatt Die and
18 Nexem Partners stipulated that Defendants shall have an indefinite extension of time to file any responsive
19 pleading to Plaintiff Solis’ First Amended Complaint in light of the parties’ settlement reached at
20 mediation.

21 11. In this action, Plaintiffs seek to represent a class of current and former non-exempt, hourly
22 employees of Defendant Hyatt Die, whether employed directly by Defendant Hyatt Die or supplied to
23 Defendant Hyatt Die by Defendants Partners Personnel or Nexem Partners as temporary staffing agency
24 workers (“temp workers”), who worked at Defendant Hyatt Die’s California facilities at any time from
25 July 2, 2017, through July 14, 2022 (the “Class Period”).

26 12. For purposes of this Settlement, the “Settlement Class” or “Settlement Class Members”
27 consist of: all current and former non-exempt, hourly employees of Defendant Hyatt Die, whether
28 employed directly by Defendant Hyatt Die or supplied to Defendant Hyatt Die by Defendants Partners

Personnel or Nexem Partners as temp workers, who worked at Defendant Hyatt Die's California facilities at any time during the Class Period.

13. For purposes of this Settlement, "Class Counsel" means HAINES LAW GROUP, APC and THE NOURMAND LAW FIRM, APC.

14. For purposes of this Settlement, "Covered Workweeks" means the number of workweeks a Class Member worked at Defendant Hyatt Die's California facilities during the Class Period.

15. For purposes of the Settlement, "Defendants' Counsel" means JACKSON LEWIS, P.C. for Defendant Hyatt Die, and FINNEGAN & DIBA, A LAW CORPORATION for Defendants Partners Personnel and Nexem Partners.

16. Solely for purposes of settling this case, the Parties and their respective counsel conditionally stipulate and agree that the requisites for establishing class certification with respect to the Settlement Class have been met and are met. More specifically, the Parties conditionally stipulate and agree that:

a. The Settlement Class is ascertainable and so numerous as to make it impracticable to join all Settlement Class Members.

b. There are common questions of law and fact including, but not limited to, the following:

- i. Whether Defendants provided meal periods to the Settlement Class;
- ii. Whether Defendants provided paid rest periods to the Settlement Class;
- iii. Whether Defendants paid proper wages to the Settlement Class;
- iv. Whether Defendants paid compensation timely upon separation of employment to Settlement Class Members who are former employees;
- v. Whether Defendants paid compensation timely throughout Settlement Class Members' employment;
- vi. Whether Defendants maintained requisite records;
- vii. Whether Defendants provided accurate itemized wage statements to the Settlement Class;
- viii. Whether Defendants paid proper meal period premiums to the Settlement Class;
- ix. Whether Defendants engaged in unlawful or unfair business practices affecting

the Settlement Class in violation of California Business and Professions Code §§ 17200-17208;

x. Whether Defendants prohibited the Settlement Class from using the restroom outside of their designated meal and rest periods; and

xi. Whether Plaintiffs and the Settlement Class are entitled to penalties pursuant to PAGA

c. Plaintiffs' claims are typical of the claims of the Class Members.

d. Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Settlement Class.

e. The prosecution of separate actions by individual members of the Settlement Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.

f. With respect to the Settlement Class, questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual member in such Settlement Class, and that a class action is superior to other available means for the fair and efficient adjudication of the controversy.

17. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the operative Complaints in the Ramos and Solis Actions, and Defendants further deny that, for any purpose other than settling this lawsuit, the action is appropriate for class or representative treatment. With respect to Plaintiffs' claims, Defendants contend, among other things, that Plaintiffs and the Settlement Class Members have been provided meal periods, have been provided paid rest periods, have been paid proper wages, have been paid timely wages upon separation of employment, have been timely paid throughout employment, have been provided with accurate itemized wage statements, and have been provided access to workplace restrooms in accordance with applicable law. Defendants contend, among other things, that they have complied at all times with the California Labor Code and the applicable Wage Orders of the Industrial Welfare Commission, and all other applicable laws. Furthermore, with respect to all claims, Defendants contend that they have complied at all times with the California Business and Professions Code.

1 18. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge
2 all disputes and claims arising from or related to the operative Complaints in the Ramos and Solis Actions.
3 In order to achieve a full and complete release of Defendants, Plaintiffs, on behalf of themselves and each
4 participating Settlement Class Member, acknowledge that this Settlement is intended to include in its
5 effect all claims and/or causes of action arising from or related to the Ramos and Solis Actions under any
6 state or local law or administrative order that were pled in the Ramos and/or Solis Actions based on the
7 facts alleged in the operative Complaints in the Ramos and Solis Actions or which arise out of or relate to
8 such facts, including the failure to pay minimum wages, the failure to pay overtime wages, the failure to
9 provide meal periods, the failure to provide rest periods, the failure to provide accurate itemized
10 statements, the failure to pay all wages upon termination, the failure to pay waiting-time penalties, the
11 failure to provide access to toilet facilities, the failure to maintain accurate records, and any other claims
12 that were alleged in the Ramos and Solis Actions or which arise out of or relate to such facts, including
13 without limitation all claims based on the factual assertion pled in the Ramos and Solis Actions, for
14 restitution and other equitable relief under Business and Professions Code § 17200, *et seq.*, liquidated
15 damages, or statutory penalties, for the duration of the Class Period, and arising from their work at Hyatt
16 Die's California facilities ("Class Released Claims"); and, for all Settlement Class Members (regardless
17 whether they opt out) who worked at Hyatt Die's California facilities from October 7, 2019 through the
18 end of the Class Period (the "PAGA Period"), all claims for civil penalties under the Labor Code Private
19 Attorneys General Act of 2004 based on the aforementioned claims, arising during their work at Hyatt
20 Die's California facilities during the PAGA Period ("PAGA Released Claims").

21 19. It is the intention of the Parties that the release in this Settlement includes in its effect all
22 present and former parent companies, subsidiaries, related or affiliated companies, shareholders, officers,
23 directors, employees, agents, attorneys, insurers, and successors and assigns of Defendants, and any
24 individual or entity which could be jointly liable with Defendants and their respective present and former
25 parent companies, subsidiaries, related or affiliated companies, shareholders, officers, directors,
26 employees, agents, attorneys, insurers, and successors and assigns ("Released Parties"), although
27 Defendant Nexem Staffing, Inc. is expressly excluded from the Released Parties. No claims against
28 Nexem Staffing, Inc. are being released through this Settlement.

20. Class Counsel has conducted a thorough investigation into the facts of the Ramos and Solis Actions, including an extensive review of relevant documents and data, and has diligently pursued an investigation of the claims of the Settlement Class against Defendants. Based on its own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendants for the consideration and on the terms set forth in this Joint Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Settlement Class in light of all known facts and circumstances, including the risk of significant delay, the risk the Settlement Class will not be certified by the Court, defenses asserted by Defendants, and numerous potential appellate issues. Defendants and their respective counsel also agree that the Settlement is fair and in the best interest of the Class.

21. The Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this Settlement.

22. This Settlement provides for a non-reversionary process requiring Defendants to issue payments to Settlement Class Members according to a specified formula based on Covered Workweeks. The maximum total payment under the Settlement, including all attorneys' fees and costs, the service payments to the named Plaintiffs, and any other payments provided by this Settlement, is \$850,000.00 ("Gross Settlement Amount"), inclusive of Defendants Partners Personnel and Nexem Partners' contribution of \$50,000.00 only, subject to change only in the event the Escalator Clause (paragraph 23(d) below) is triggered. In addition to the Gross Settlement Amount, Defendants agree to pay their respective share of employers' payroll taxes required by law. It is understood and agreed that the employer's share of payroll taxes required by law shall not be paid out of the Gross Settlement Amount. It is further understood and agreed that Defendants' maximum total liability under this Settlement shall not exceed the sum of the Gross Settlement Amount and the employer's share of payroll taxes required by law, subject to the Escalator Clause in paragraph 23(d) below.

TERMS OF SETTLEMENT

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

a. It is agreed by and among the Parties that the Ramos and Solis Actions and any claims, damages, or causes of action arising out of the disputes which are the subject of the Ramos and

Solis Actions, be settled and compromised as between the Settlement Class and Defendants, subject to the terms and conditions set forth in this Settlement and the approval of the Court.

b. Effective Date: The terms of settlement embodied in this Settlement shall become effective when all of the following events have occurred: (i) this Joint Stipulation of Settlement has been executed by all Parties and their respective counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the notice has been given to the Class, providing them with an opportunity to dispute information contained in the Notices of Settlement Payment, to opt out of the Settlement, or to object to the Settlement; (iii) the Court has held a final approval hearing and entered a final order and judgment certifying the Class and approving this Settlement; and (iv) the later of the following events: sixty-five (65) days following entry of the Court's final order approving the Settlement; or if any appeal, writ or other appellate proceeding opposing this Settlement has been filed within sixty-five (65) days following entry of the Court's final order approving the Settlement, then when any appeal, writ or other appellate proceeding opposing the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is completely final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement.

c. Net Settlement Amount: The Net Settlement Amount shall be calculated by deducting from the Gross Settlement Amount (\$850,000.00) the following sums, subject to approval by the Court: (1) attorneys' fees of one-third of the Gross Settlement Amount, currently estimated at \$283,333.33; (2) costs (not to exceed \$50,000.00); (3) a service payment for Plaintiff and Class Representative Faustino Ramos of \$5,000.00; (4) a service payment for Plaintiff and Class Representative Alberto Meza Solis of \$5,000.00; (5) PAGA penalties paid to the Labor and Workforce Development Agency ("LWDA") in the amount of \$56,250.00 (which is 75% of the \$75,000 allocated as PAGA penalties); and (6) Settlement Administrator's costs (not to exceed \$12,000.00). Settlement payments to the Settlement Class Members will be calculated by the Settlement Administrator and paid out of the Net Settlement Amount as set forth below.

d. Escalator Clause. At the time of mediation, Defendant Hyatt Die represented during the settlement negotiations that direct employee Settlement Class Members worked a total of 17,649 work

1 weeks at Defendant Hyatt Die's California facilities ("Covered Workweeks") during the Class Period. In
2 the event the actual number of Covered Workweeks for direct employee Settlement Class Members during
3 the Class Period exceeds this amount by more than 10% (i.e., there are 19,414 or more Covered
4 Workweeks), Defendant Hyatt Die agrees to pay an additional sum necessary to increase the GSA fund
5 on a proportional basis (e.g., if there was a 20% increase in the number of Covered Workweeks,
6 Defendants shall increase the GSA fund by 10%). Additionally, at the time of mediation, Defendants
7 Partners Personnel and Nexem Partners represented during the settlement negotiations that Settlement
8 Class Members who were temp workers worked a total of 4,530 Covered Workweeks during the Class
9 Period. In the event the actual number of Covered Workweeks for temp worker Settlement Class Members
10 during the Class Period exceeds this amount by more than 10% (i.e., there are 4,983 or more Covered
11 Workweeks), Defendants Partners Personnel and Nexem Partners agree to pay an additional sum
12 necessary to increase the GSA fund by the percentage in the increase of temp worker Covered Workweeks
13 over 4,530 (e.g., if there was a 20% increase in the number of Covered Workweeks, Defendants shall
14 increase the GSA fund by 10%).

15 e. Settlement Payments: Settlement Payments will be paid out of the Net Settlement
16 Amount ("NSA") as follows. First, the Settlement Administrator will distribute the \$18,750 "PAGA
17 Amount," which is 25% of the \$75,000 total allocated to PAGA penalties, to all Settlement Class Members
18 (regardless whether they opt out) who worked at Hyatt Die's California facilities at any time during the
19 PAGA Period. The PAGA Amount will be distributed to all such Settlement Class Members,
20 proportionally based on the number of pay periods each worked at Hyatt Die's California facilities during
21 the PAGA Period. The remainder of the NSA ("NSA Remainder") will be paid to all participating
22 Settlement Class Members, proportionally based on the number of Covered Workweeks worked by each
23 participating Settlement Class Member during the Class Period. Specifically, each participating
24 Settlement Class Member's pro-rata share of the NSA Remainder will be determined by comparing the
25 individual Settlement Class Member's Covered Workweeks during the Class Period to the total Covered
26 Workweeks worked by all participating Settlement Class Members during the Class Period. Settlement
27 Class Members will be paid Settlement Payments based on the shares as calculated by the Settlement
28 Administrator. Settlement Payments in the appropriate amounts will be distributed by the Settlement

Administrator by First-Class U.S. mail to the Settlement Class Members. Un-cashed, unclaimed or abandoned checks will be distributed in accordance with paragraph 25, as set forth below.

f. Tax Allocation of Settlement Payments: The Parties have agreed that all Settlement Payments will be allocated as follows: all payments from the PAGA Amount will be allocated as 100% penalties; all payments from the NSA Remainder will be allocated: 1/3 to wages; 1/3 to interest; and 1/3 to all penalties. Appropriate federal, state and local withholding taxes will be taken out of the wage allocations, and each Settlement Class Member will receive an IRS Form W-2 with respect to this portion of the Settlement Payment. The employer's share of payroll taxes and other required withholdings will be paid separately by Defendants as set forth above, including but not limited to Defendants' respective FICA and FUTA contributions. IRS Forms 1099 will be issued to each Settlement Class Member reflecting the payments for penalties and interest. Settlement Class Members are responsible to pay appropriate taxes due on the Settlement Payments they receive.

g. Settlement Payments Do Not Trigger Additional Benefits: All Settlement Payments to individual Settlement Class Members shall be deemed to be paid to such Settlement Class Member solely in the year in which such payments actually are received by the Settlement Class Member. It is expressly understood and agreed that the receipt of such Settlement Payments will not entitle any Settlement Class Member to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Settlement Class Member to any increased retirement, 401(k) benefits or matching benefits or deferred compensation benefits. It is the intent that the Settlement Payments provided for in this Settlement are the sole payments to be made by Defendants to the Settlement Class Members, and that the Settlement Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

h. Attorneys' Fees and Costs: Subject to approval by the Court, Defendants will not object to Class Counsel's application for attorneys' fees of one-third of the GSA, currently estimated at \$283,333.33, and litigation costs not to exceed \$50,000.00, to be paid within twenty (20) calendar days of

1 the Effective Date of the Settlement.

2 i. Service Payments for Class Representatives: Subject to Court approval, and in
3 exchange for a general release, Defendants will not object to Class Counsel's application for a Service
4 Payment of \$5,000.00 for each of the named Plaintiffs for his service as a Class Representative. It is
5 understood that the Service Payment is in addition to the Individual Settlement Payment to which each
6 Class Representative is entitled along with the other Settlement Class Members. The Settlement
7 Administrator will issue an IRS Form 1099 for the Service Payments to the Class Representatives. The
8 Class Representatives will be individually responsible for correctly characterizing this compensation on
9 their personal income tax returns for tax purposes and for paying any taxes on the amounts received.
10 Should the Court approve Service Payments to the Class Representatives in an amount less than that set
11 forth above, the difference between the lesser amount approved by the Court and the Service Payment
12 amounts set forth above shall be added to the Net Settlement Amount. The Settlement Administrator will
13 pay the court-approved Class Representative Service Payments within twenty (20) calendar days of the
14 Effective Date of the Settlement.

15 j. Settlement Administrator: The Settlement Administrator will be ILYM Group, Inc.,
16 or such other settlement administrator as may be mutually agreeable to the Parties and approved by the
17 Court. Settlement administration costs are estimated not to exceed \$12,000.00, and the Settlement
18 Administrator shall be authorized to pay itself the Court-approved settlement administration costs after it
19 has mailed Settlement Payments to the Settlement Class.

20 k. PAGA Payment: As noted above, \$75,000.00 of the GSA has been allocated as
21 PAGA civil penalties, subject to Court approval. Seventy-five percent (75%) of this amount, or
22 \$56,250.00, will be paid to the LWDA within twenty (20) calendar days of the Effective Date of the
23 Settlement, and the remaining 25%, or \$18,750.00, will be paid to certain Settlement Class Members as
24 the PAGA Amount as described above.

25 l. Funding of Settlement Account: Defendants will fund the settlement account within
26 ten (10) calendar days of the Effective Date of the Settlement.

27 m. Mailing of Settlement Payments: The Settlement Administrator shall cause the
28 Settlement Payments to be mailed to the Settlement Class Members within twenty (20) calendar days of

the Effective Date of the Settlement.

n. Parties' Approval of Settlement Payments: Before making any of the payments described above, the Settlement Administrator will circulate its Settlement payment calculations and obtain approval from counsel for the Parties of the payments to be distributed.

o. Notice of Settlement Payment: For each Settlement Class Member, there will be pre-printed information on the Notice of Settlement Payment mailed to the Settlement Class Member, based on Defendants' records, stating the Settlement Class Member's Covered Workweeks during the Class Period and number of pay periods worked during the PAGA Period. The pre-printed information based on Defendants' records shall be presumed to be correct. A Settlement Class Member may dispute the pre-printed information on the Notice of Settlement Payment as to his or her Covered Workweeks during the Class Period or number of pay periods during the PAGA Period. Class Members have sixty (60) calendar days from the original date of mailing the Notice of Settlement Payment (the "Response Deadline") to dispute the information on the Notice of Settlement Payment as to his or her Covered Workweeks or PAGA pay periods. Unless a disputing Settlement Class Member submits documentary evidence in support of his or her dispute, the records of Defendants will be determinative.

p. Resolution of Disputes: If a Settlement Class Member disputes the accuracy of Defendants' records, and the Parties' counsel cannot resolve the dispute informally, the matter will be referred to the Settlement Administrator. The Settlement Administrator will review Defendants' records and any information or documents submitted by the Settlement Class Member and issue a non-appealable decision regarding the dispute. The Settlement Class Member must submit information or documents supporting his or her position to the Settlement Administrator prior to the expiration of the Response Deadline. Information or documents submitted after the Response Deadline will not be considered by the Settlement Administrator, unless otherwise agreed to by the Parties.

q. Right Of Settlement Class Member To Request Exclusion From The Settlement: Except with respect to the settlement of the PAGA claim, any Settlement Class Member who wishes to opt-out of the settlement must complete and mail a Request for Exclusion Form to the Settlement Administrator within sixty (60) days of the date of the initial mailing of the Notice Packets (the "Response Deadline"). Any Request for Exclusion must be in the form of a letter mailed to the Settlement

1 Administrator, postmarked on or before the Response Deadline, and which must contain (i) the Settlement
2 Class Member's name, address and telephone number, (ii) the *Ramos* case name and number (so that the
3 Settlement Administrator can determine which case the correspondence relates to), (iii) a statement by the
4 Settlement Class Member stating that the Settlement Class Member does not wish to participate in the
5 *Ramos/Solis* class Settlement, and (iv) the Settlement Class Member's signature.

6 Any Settlement Class Member who timely and validly requests exclusion in compliance with these
7 requirements (i) shall not participate in the class portion of this Settlement; (ii) shall not be entitled to
8 receive any Settlement Payments under this Settlement (except for any payment from the PAGA Amount,
9 if applicable); and (iii) shall not be bound by this Settlement or the Court's Order and Final Judgment
10 (except for terms related to the PAGA portion of the Settlement).

11 At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement
12 Class member to object to the Settlement or opt-out of the Settlement Class or encourage any Settlement
13 Class member to appeal from the final judgement.

14 r. Right of Settlement Class Members To Object To The Settlement: Any Settlement
15 Class Member who does not request exclusion may object to the Settlement. To object, the Settlement
16 Class Member must submit a written objection and (if applicable) a notice of intention to appear at the
17 final approval hearing to the Settlement Administrator, on or before the Response Deadline. The
18 Settlement Administrator shall forward all objections received to counsel for the Parties, who shall file a
19 single packet of all objections with the Court. Absent good cause found by the Court, Settlement Class
20 Members who fail to timely submit written objections in the manner specified above shall be deemed to
21 have waived any objections and shall be foreclosed from making any objection (whether by appeal or
22 otherwise) to the Settlement. Class Counsel and Defendants' Counsel may, at least five (5) calendar days
23 before the final approval hearing, file responses to any written objections.

24 SETTLEMENT ADMINISTRATION

25 24. Subject to the Court's approval, the Parties have agreed to the appointment of ILYM
26 Group, Inc. to perform the customary duties of Settlement Administrator; provided, however, the Parties
27 shall have the right to select or substitute a different Settlement Administrator by mutual agreement,
28 subject to Court approval. The Settlement Administrator will mail the Notice of Class Action Settlement

1 and Notice of Settlement Payment (together, the “Notice Packet”) to the Class Members, in English and
2 Spanish. There will be a sixty (60) day period from the date the Settlement Administrator mails the Notice
3 Packet for Settlement Class Members to dispute the information contained in the Notice of Settlement
4 Payment, to submit an objection, or to request exclusion (opt-out) from the Settlement.

5 25. The Settlement Administrator will calculate the amounts due to each Settlement Class
6 Member in accordance with this Settlement, based on the data provided to it by Defendants. The
7 Settlement Administrator shall report, in summary or narrative form, the substance of its findings to the
8 Parties’ counsel for approval before mailing Notice Packets. The Settlement Administrator shall be
9 granted reasonable access to Defendants’ records in order to perform its duties. The Settlement
10 Administrator and the Parties shall work together to resolve any Covered Workweeks or PAGA pay period
11 calculation discrepancies.

12 26. In accordance with the terms of this Settlement, and upon receipt of funds from Defendants,
13 the Settlement Administrator will issue and send out the Settlement Payment checks to the Settlement
14 Class Members. Tax treatment of the Settlement Payments will be as set forth herein, and in accordance
15 with state and federal tax laws. All disputes relating to the Settlement Administrator’s performance of its
16 duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms
17 and conditions of this Settlement until all payments and obligations contemplated by this Settlement have
18 been fully carried out.

19 **ATTORNEYS’ FEES AND COSTS**

20 27. Subject to approval by the Court, Defendants will not object to Class Counsel’s application
21 for attorneys’ fees of one-third of the GSA, currently estimated at \$283,333.33, and litigation costs not to
22 exceed \$50,000.00. The amounts set forth above will cover all work performed and all fees and costs
23 incurred to date, and all work to be performed and all fees and costs to be incurred in connection with the
24 approval by the Court of this Settlement and administration of the Settlement. Should Class Counsel
25 request a lesser amount and/or the Court approves lesser amount(s) of attorneys’ fees and/or attorneys’
26 costs, the difference between the lesser amount(s) and the maximum amount set forth above shall be added
27 to the Net Settlement Amount. The attorneys’ fees and costs approved by the Court shall be paid to Class
28 Counsel within twenty (20) calendar days following the Effective Date of the Settlement.

1 **NOTICE TO THE CLASS & NOTICE OF SETTLEMENT PAYMENT**

2 28. A Notice of Class Action Settlement in approximately the form attached hereto as
3 Exhibit “A,” and as approved by the Court, shall be sent by the Settlement Administrator to the Settlement
4 Class Members by first class mail. In addition, a Notice of Settlement Payment in approximately the form
5 attached hereto as Exhibit “B,” and as approved by the Court, shall also be sent by the Settlement
6 Administrator to the Settlement Class Members by first class mail. Lastly, a Request for Exclusion in
7 approximately the form attached hereto as Exhibit “C”, and as approved by the Court, shall also be sent
8 by the Settlement Administrator to the Settlement Class Members by first class mail. Any returned
9 envelopes from this mailing with forwarding addresses will be utilized by the Settlement Administrator
10 to forward the Notices to the Class. For any returned envelopes without a forwarding address, the
11 Settlement Administrator will perform a “skip trace” to locate a new address for the Settlement Class
12 Member, and re-mail the Notice Packet to the address, if any, located through the skip trace. If the Notice
13 Packet is returned a second time, or if no new address is found after performing a skip trace, the Settlement
14 Administrator need not mail the Notice Packet a further time. Upon completion of these steps by the
15 Settlement Administrator, Defendants and the Settlement Administrator shall be deemed to have satisfied
16 their obligations to provide the Notice of Class Action Settlement and Notice of Settlement Payment to
17 the affected Class Member. The affected Class Member shall remain a member of the Class and shall be
18 bound by all the terms of the Settlement and the Court’s Order and Final Judgment.

19 a. Within thirty (30) calendar days from the date of preliminary approval of this
20 Settlement by the Court, Defendants shall provide to the Settlement Administrator a class database
21 containing the following information for each Settlement Class Member: (1) name; (2) last known address;
22 (3) last known telephone number; (4) social security number; (5) dates of employment; (6) Covered
23 Workweeks during the Class Period; and (7) pay periods worked during the PAGA Period. This database
24 shall be based on Defendants’ business records and shall be provided in a format acceptable to the
25 Settlement Administrator. Defendants agree to consult with the Settlement Administrator prior to the
26 production date to ensure that the format will be acceptable to the Settlement Administrator. The
27 Settlement Administrator will run a check of the Settlement Class Members’ addresses against those on
28 file with the U.S. Postal Service’s National Change of Address List; this check will be performed only

once per Settlement Class Member by the Settlement Administrator. Absent mutual written agreement of counsel for the Parties or Court order, the Settlement Administrator will keep this database confidential and use it only for the purposes described herein, and will return this database to Defendants upon final approval of the Settlement.

b. Within fifteen (15) calendar days after the Class database is provided to the Settlement Administrator, the Settlement Administrator will mail the Notice Packets, in English and Spanish, by first class United States mail.

c. Class Counsel shall provide to the Court, at least five (5) calendar days prior to the final approval hearing, a declaration by the Settlement Administrator of due diligence and proof of mailing with regard to the mailing of the Notice Packets.

ADMINISTRATION OF SETTLEMENT PAYMENTS

29. As noted above, the Settlement Administrator shall cause the Settlement Payments to be mailed to the Settlement Class Members within twenty (20) calendar days of the Effective Date of the Settlement. Settlement Payment checks shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance. Settlement checks will automatically be cancelled by the Settlement Administrator if they are not cashed by the Settlement Class Member within that time, and the Settlement Class Member's claims will remain released by the Settlement. Settlement checks which have expired will not be reissued.

30. Funds from un-cashed, unclaimed or abandoned checks, based on a 180-day void date, shall be transmitted to the California Unclaimed Property Fund, in the name(s) of the Settlement Class Member(s) whose checks were not cashed.

31. Upon completion of its calculation of Settlement Payments, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with a report listing the amount of all payments to be made to each Settlement Class Member. Upon completion of the settlement disbursement, the Settlement Administrator shall provide a disbursement declaration to the Parties, which the Parties shall file with the Court.

RELEASE BY THE CLASS

32. Upon the Effective Date of the Settlement and the Settlement being fully funded by

1 Defendants, and except as to such rights or claims as may be created by this Settlement, the Class
2 Representatives and each Settlement Class Member who has not submitted a valid and timely request for
3 exclusion, shall each fully release and discharge the Released Parties from the Class Released Claims, as
4 those terms are defined *supra*. In addition, all Settlement Class Members (regardless whether they opt out)
5 who worked at Hyatt Die's California facilities at any time during the PAGA Period, shall release the
6 Released Parties from the PAGA Released Claims, as those terms are defined *supra*.

7 **CLASS REPRESENTATIVES INDIVIDUAL RELEASE**

8 33. The Class Representatives agree that the consideration set forth in this Settlement,
9 including the Service Payments set forth above, represents full settlement of all claims that were or could
10 have been raised against the Released Parties arising from their employment with Defendants.

11 34. The Class Representatives, individually and on behalf of their respective heirs,
12 representatives, successors, assigns, and attorneys, hereby compromise, release, resolve, relinquish,
13 discharge and settle any and all claims of any nature whatsoever they have or may have for any acts
14 occurring on or before the date of preliminary approval of the Settlement against the Released Parties
15 arising from their employment with Defendants, and they agree that they will not institute any action or
16 cause of action (in law, in equity or administratively), suits, debts, liens, or claims, known or unknown,
17 fixed or contingent, which they may have or claim to have in state or federal court, or with any state,
18 federal or local government agency, except the EEOC or DFEH, or with any administrative or advisory
19 body against the Released Parties arising from their employment with Defendants ("Plaintiffs' Released
20 Claims").

21 35. The Class Representatives specifically acknowledge that they are aware of and familiar
22 with the provisions of California Civil Code § 1542, which provides as follows:

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

1 36. The Class Representatives, being aware of this section, hereby expressly waive and
2 relinquish all rights and benefits they may have under this section as well as any other statutes or common
3 law principles of a similar effect. The Class Representatives may hereafter discover facts in addition to or
4 different from those which they now know or believe to be true, but they stipulate and agree that, upon
5 the Effective Date and the Settlement being fully funded, the Class Representatives shall and hereby do
6 fully, finally and forever settle and release any and all claims against Defendants, known or unknown,
7 suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now
8 exist, or heretofore have existed, upon any theory of law or equity and without regard to the subsequent
9 discovery or existence of such different or additional facts.

10 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

11 37. The Parties shall submit this Joint Stipulation of Settlement to the Court in support of
12 Plaintiffs' unopposed motion for preliminary approval for determination by the Court as to its fairness,
13 adequacy, and reasonableness. Upon execution of this Joint Stipulation of Settlement, the Parties shall
14 apply to the Court for the entry of an order:

15 a. Scheduling a final approval and fairness hearing on the question of whether the
16 proposed Settlement, including payment of attorneys' fees and costs, and the Class Representatives'
17 service payments, should be finally approved as fair, reasonable, and adequate as to the members of the
18 Class;

19 b. Certifying the Settlement Class for purposes of this Settlement;

20 c. Approving as to form and content the proposed Notice of Class Action Settlement;

21 d. Approving as to form and content the proposed Notice of Settlement Payment;

22 e. Directing the mailing of the Notice Packets; and

23 f. Preliminarily approving the Settlement subject only to the objections of Settlement
24 Class Members and final review by the Court.

25 **DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL**

26 38. Following final approval by the Court of the Settlement provided for in this Joint
27 Stipulation of Settlement, Class Counsel will submit a proposed judgment and final order:

28 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and

adequate, and directing consummation of its terms and provisions;

b. Approving Class Counsel's application for an award of attorneys' fees and costs and administration costs to the Settlement Administrator;

c. Approving the service payments to the Class Representatives;

d. Approving the PAGA payment to the LWDA; and

e. Entering a final judgment in the action.

NULLIFICATION AND TERMINATION

39. This Settlement will be null and void if any of the following occur: (a) the Court should for any reason fail to certify a class for settlement purposes; or (b) the Court should for any reason fail to preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than adjustments made to the attorneys' fees and costs or granting of service fees; or (c) the Court should for any reason fail to enter the final judgment; (d) the final judgment is reversed, modified, or declared or rendered void; or (e) the Settlement does not become final for any other reason.

40. If 3% or more of the Settlement Class Members validly and timely request exclusion from this Settlement, then Defendants in their sole discretion may terminate, nullify and void this Settlement. The Settlement Administrator shall provide Defendants' Counsel with the information necessary to effectuate this provision on a regular basis, but no less frequently than on a monthly basis. To terminate this Settlement under this paragraph, Defendants' Counsel must give Class Counsel and the Settlement Administrator written notice no later than ten (10) business days after the Settlement Administrator first informs Defendants that 3% or more of the Settlement Class members have validly and timely opted out of the Settlement. If either Defendants exercise this option, then the Defendant(s) exercising this option shall be responsible for paying any administration costs incurred by the Settlement Administrator until the date Defendant(s) exercising this option provides written notice that it/they intend(s) to exercise this option.

41. In the event this Settlement is nullified or terminated as provided above: (i) this Settlement shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or proceedings shall have any force or effect and no party shall be bound by any of its terms, and (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been

1 neither entered into nor filed with the Court. Plaintiffs are prohibited from opting out of this Settlement.

2 ///

3 **PARTIES' AUTHORITY**

4 42. The signatories hereto hereby represent that they are fully authorized to enter into this
5 Settlement and bind the Parties hereto to the terms and conditions thereof.

6 **MUTUAL FULL COOPERATION**

7 43. The Parties agree to fully cooperate with each other to accomplish the terms of this
8 Settlement including, but not limited to, execution of such documents and taking such other action as
9 reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement
10 shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that
11 may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set
12 forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the
13 assistance and cooperation of Defendants and their respective counsel, take all necessary steps to secure
14 the Court's preliminary and final approval of this Settlement.

15 **NO PRIOR ASSIGNMENTS**

16 44. The Parties and their respective counsel represent, covenant, and warrant that they have
17 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber
18 to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein
19 released and discharged except as set forth herein.

20 **NO ADMISSION OF LIABILITY**

21 45. Nothing contained herein, nor the consummation of this Settlement, is to be construed or
22 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants.
23 Defendants deny all the claims and contentions alleged by Plaintiffs in this case. Defendants have entered
24 into this Settlement solely with the intention to avoid further disputes and litigation with the attendant
25 inconvenience and expenses.

26 **ENFORCEMENT ACTIONS**

27 46. The Orange County Superior Court shall maintain jurisdiction over this Settlement
28 pursuant to Cal. Code Civ. Proc. § 664.6. In the event that one or more of the Parties to this Settlement

1 institutes any legal action or other proceeding against any other party or parties to enforce the provisions
2 of this Settlement or to declare rights and/or obligations under this Settlement, the successful party or
3 parties shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and
4 costs, including expert witness fees incurred in connection with any enforcement actions.

5 **NOTICES**

6 47. Unless otherwise specifically provided herein, all notices, demands or other
7 communications given hereunder shall be in writing and shall be deemed to have been duly given as of
8 the third business day after mailing by United States registered or certified mail, return receipt requested,
9 addressed as follows:

10 **Class Counsel:**

11 Paul K. Haines
12 Sean M. Blakely
13 Neil M. Larsen
14 2155 Campus Drive, Suite 180
15 El Segundo, California 90245
16 Tel: (424) 292-2350
17 Fax: (424) 292-2355

18 Michael Nourmand
19 James A. De Sario
20 8822 West Olympic Boulevard
21 Beverly Hills, California 90211
22 Tel: (310) 553-3600
23 Fax: (310) 553-3603

24 **Counsel for Defendant Hyatt Die:**

25 Kathy A. Le
26 Megan L. LaPointe
27 JACKSON LEWIS P.C.
28 200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
Tel: (949) 885-1360
Fax: (949) 885-1380

29 **Counsel for Defendants Partners Personnel and Nexem Partners:**

30 Kasey Diba
31 Amir Alavi
32 3660 Wilshire Boulevard, Suite 800
33 Los Angeles, California 90010
34 Tel: (213) 480-0292
35 Fax: (213) 480-0805

36 **CONSTRUCTION**

37 48. The Parties hereto agree that the terms and conditions of this Settlement are the result of

lengthy, intensive arm's-length negotiations between the Parties, and this Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or her or its counsel participated in the drafting of this Settlement.

CAPTIONS AND INTERPRETATIONS

49. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

MODIFICATION

50. This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, or by counsel for the Parties, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto and/or their counsel.

INTEGRATION CLAUSE

51. This Settlement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

52. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

CLASS COUNSEL SIGNATORIES

53. It is agreed that because the members of the Settlement Class are so numerous, it is impossible or impractical to have each member of the Settlement Class execute this Settlement. The Notice of Class Action Settlement, Exhibit "A" hereto, will advise all Settlement Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Settlement were executed by each member of the Settlement Class.

COUNTERPARTS

54. This Settlement may be executed in counterparts and by electronic or facsimile signatures,

and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties.

PUBLIC COMMENT

55. The Class Representatives and Class Counsel agree they will not make any disparaging comments about Defendants relating to this Settlement of this class action or disclose the negotiations of the Settlement. The Class Representative and Class Counsel shall only disclose matters of public record. The Class Representatives and Class Counsel agree they will keep this Settlement confidential until preliminary approval is granted. Thereafter, the Parties agree to make no comments to the media or otherwise publicize the terms of the Settlement, other than in court filings. Class Counsel will take all steps necessary to make the Class Representatives aware of the restrictions against any public disclosure of the Settlement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement between Plaintiffs and Defendants as set forth below:

IT IS SO STIPULATED.

Plaintiffs & Class Representatives

DATED: Nov 20, 2022


Faustino (Nov 20, 2022 01:11 PST)

FAUSTINO RAMOS

DATED: _____

ALBERTO MEZA SOLIS

Plaintiffs' Counsel

DATED: November 22, 2022

HAINES LAW GROUP, APC

By:


Paul K. Haines
Sean M. Blakely
Neil M. Larsen
Attorneys for Plaintiff FAUSTINO RAMOS

DATED: _____

THE NOURMAND LAW FIRM, APC

By:

Michael Nourmand

1 and when each party has signed and delivered at least one such counterpart, each counterpart shall be
2 deemed an original, and, when taken together with other signed counterparts, shall constitute one
3 Settlement, which shall be binding upon and effective as to all Parties.

4 **PUBLIC COMMENT**

5 55. The Class Representatives and Class Counsel agree they will not make any disparaging
6 comments about Defendants relating to this Settlement of this class action or disclose the negotiations of
7 the Settlement. The Class Representative and Class Counsel shall only disclose matters of public record.
8 The Class Representatives and Class Counsel agree they will keep this Settlement confidential until
9 preliminary approval is granted. Thereafter, the Parties agree to make no comments to the media or
10 otherwise publicize the terms of the Settlement, other than in court filings. Class Counsel will take all
11 steps necessary to make the Class Representatives aware of the restrictions against any public disclosure
12 of the Settlement.

13 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
14 Stipulation of Class Action Settlement between Plaintiffs and Defendants as set forth below:

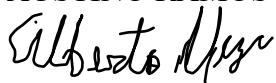
15 IT IS SO STIPULATED.

16 **Plaintiffs & Class Representatives**

17 DATED: _____

18 FAUSTINO RAMOS

19 DATED: 11/16/2022



20 ALBERTO MEZA SOLIS

21 **Plaintiffs' Counsel**

22 DATED: _____

HAINES LAW GROUP, APC

23 By: _____

24 Paul K. Haines
25 Sean M. Blakely
26 Neil M. Larsen
Attorneys for Plaintiff FAUSTINO RAMOS

26 DATED: 11/22/2022

THE NOURMAND LAW FIRM, APC

27 By: _____


28 Michael Nourmand

Attorneys for Plaintiff ALBERTO MEZA SOLIS

///

Defendants

DATED: 12/6/22

HYATT DIE CAST AND ENGINEERING
CORPORATION-SOUTH



Bob Meschuk
President

DATED: _____

PARTNERS PERSONNEL – MANAGEMENT
SERVICES, LLC

Christian Moro, Esq.
Attorney for Partners Personnel – Management Services,
LLC

DATED: _____

NEXEM PARTNERS, LLC

Ajay Whittemore, Esq.
Attorney for Nexem Partners, LLC

Defendants' Counsel

DATED: 12/06/22

JACKSON LEWIS P.C.

By: _____
Kathy A. Le
Megan L. LaPointe
Attorneys for Defendant and Cross-Defendant
HYATT DIE CAST AND ENGINEERING
CORPORATION-SOUTH

DATED: _____

FINNEGAN & DIBA, A LAW CORPORATION

By: _____
Kasey Diba
Amir Alavi
Attorneys for Defendants
PARTNERS PERSONNEL – MANAGEMENT
SERVICES, LLC AND NEXEM PARTNERS, LLC
4869-2074-0644, v. 1

Attorneys for Plaintiff ALBERTO MEZA SOLIS

///

Defendants

DATED: _____

HYATT DIE CAST AND ENGINEERING
CORPORATION-SOUTH

Bob Meschuk
President

DATED: 12/6/2022

PARTNERS PERSONNEL – MANAGEMENT
SERVICES, LLC

**Christian
Moro**

Digitally signed by Christian Moro
DN: cn=Christian Moro, c=US,
ou=Partners Personnel -
Management Services, LLC,
email=christian.moro@partnerspers
onnel.com
Date: 2022.12.06 13:37:17 -0800

Christian Moro, Esq.
Attorney for Partners Personnel – Management Services,
LLC

DATED: _____

NEXEM PARTNERS, LLC

Ajay Whittemore, Esq.
Attorney for Nexem Partners, LLC

Defendants' Counsel

DATED: _____

JACKSON LEWIS P.C.

By: _____

Kathy A. Le
Megan L. LaPointe
Attorneys for Defendant and Cross-Defendant
HYATT DIE CAST AND ENGINEERING
CORPORATION-SOUTH

DATED: 12/8/22

FINNEGAN & DIBA, A LAW CORPORATION

By: _____

Kasey Diba
Kasey Diba
Amir Alavi
Attorneys for Defendants
PARTNERS PERSONNEL – MANAGEMENT
SERVICES, LLC AND NEXEM PARTNERS, LLC
4869-2074-0644, v. 1

Attorneys for Plaintiff ALBERTO MEZA SOLIS

///

Defendants

DATED: _____

HYATT DIE CAST AND ENGINEERING
CORPORATION-SOUTH

Bob Meschuk
President

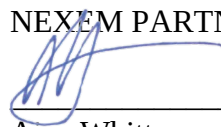
DATED: _____

PARTNERS PERSONNEL – MANAGEMENT
SERVICES, LLC

Christian Moro, Esq.
Attorney for Partners Personnel – Management Services,
LLC

DATED: 12/6/2022

NEXEM PARTNERS, LLC



Ajay Whittemore, Esq.
Attorney for Nexem Partners, LLC

Defendants' Counsel

DATED: _____

JACKSON LEWIS P.C.

By: _____

Kathy A. Le
Megan L. LaPointe
Attorneys for Defendant and Cross-Defendant
HYATT DIE CAST AND ENGINEERING
CORPORATION-SOUTH

DATED: _____

FINNEGAN & DIBA, A LAW CORPORATION

By: _____

Kasey Diba
Amir Alavi
Attorneys for Defendants
PARTNERS PERSONNEL – MANAGEMENT
SERVICES, LLC AND NEXEM PARTNERS, LLC
4869-2074-0644, v. 1

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

FAUSTINO RAMOS and ALBERTO MEZA SOLIS, as individuals and on behalf of all others similarly situated,

Plaintiffs,

vs.

HYATT DIE CAST AND ENGINEERING CORPORATION—SOUTH, a California corporation; NEXEM STAFFING, INC, a Delaware limited liability company; PARTNERS PERSONNEL – MANAGEMENT SERVICES, LLC, a Delaware limited liability company; and DOES 1 through 100,

Defendants.

Case No. 30-2020-01174518-CU-OE-CXC

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

To: All current and former non-exempt, hourly employees of Defendant Hyatt Die Cast and Engineering Corporation-South (“Hyatt Die”), whether employed directly by Hyatt Die or supplied to Hyatt Die by Defendants Partners Personnel – Management Services, LLC (“Partners Personnel”) or Nexem Partners, LLC (“Nexem Partners”) as temporary staffing agency workers (“temp workers”), who worked at Hyatt Die’s California facilities at any time from July 2, 2017, through July 14, 2022 (collectively, the “Settlement Class” or “Settlement Class Members”).

A COURT AUTHORIZED THIS NOTICE
PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

Why should you read this Notice?

A proposed class action settlement (the “Settlement”) has been reached between Plaintiffs Faustino Ramos and Alberto Meza Solis (“Plaintiffs” or “Class Representatives”) and Defendants Hyatt Die, Partners Personnel and Nexem Partners (“Defendants”) (Plaintiffs and Defendants are referred herein together as “the Parties”) in the related cases of *Faustino Ramos v. Hyatt Die Cast and Engineering Corporation-South, et al.*, Superior Court of California, County of Orange, Case No. 30-2020-01174518-CU-OE-CXC, and *Alberto*

Meza Solis v. Partners Personnel-Management Services, LLC, Superior Court of California, County of Orange, Case No. 30-2021-01209210-CU-OE-CXC. The Court granted preliminary approval of the Settlement on <<PRELIM APPROVAL DATE>> and ordered that this notice be mailed to you. Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

On December 14, 2020, Plaintiff Faustino Ramos filed a representative action complaint for civil penalties under the Private Attorneys General Act, Labor Code section 2698, *et seq.* (“PAGA”) in the Superior Court of California, County of Orange, Case No. 30-2020-01174518-CU-OE-CXC (“Ramos Action”). Subsequently, on July 2, 2021, Plaintiff Alberto Meza Solis filed a putative class action complaint in the Superior Court of California, County of Orange, Case No. 30-2021-01209210-CU-OE-CXC (“Solis Action”). The Ramos Action and the Solis Action are referred to herein as the “Actions.”

Plaintiffs filed the Actions against Defendants on behalf of all current and former non-exempt, hourly employees of Defendant Hyatt Die, whether employed directly by Hyatt Die or supplied to Hyatt Die by Defendants Partners Personnel or Nexem Partners as temp workers, who worked at Hyatt Die’s California facilities at any time from July 2, 2017, through July 14, 2022 (the “Class Period”).

Defendants dispute all of the claims asserted in the Actions and enter into this Settlement for the sole purpose of avoiding the operational burden, expense, distraction, and uncertainty of continuing litigation. The Court has not decided any of the contentions of the Parties. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims asserted by Plaintiffs.

Defendants’ records show that you were employed by Hyatt Die, either directly or through Partners Personnel and/or Nexem Partners, in California as a non-exempt, hourly employee during the Class Period. You received this Notice because you have been identified as a member of the Settlement Class and the Settlement may affect your legal rights. **You may be entitled to money from this Settlement.**

The purpose of this Notice is to provide you with a brief description of the Actions, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment, and you will be mailed your share of the Settlement funds.

What is this case about?

In the Actions, Plaintiffs allege on behalf of themselves and the Settlement Class that Defendants failed to comply with California wage and hour law, including: (1) failure to pay all overtime wages; (2) failure to pay all minimum wages; (3) failure to authorize and permit all lawful rest periods or pay rest period premiums; (4) failure to provide all lawful meal periods or pay meal period premiums; (5) prohibiting employees from using the restroom outside of their designated meal and rest periods; (6) failure to issue complete

and accurate wage statements; (7) failure to timely pay all final wages upon separation; (8) failure to pay all earned wages at least twice during each calendar month; (9) failure to maintain accurate employee records; and (10) unfair competition. As a result of these alleged violations, Plaintiffs contend Defendants are liable for civil penalties under the Private Attorney Generals Act (“PAGA”). Plaintiffs are known as the “Class Representatives,” and their attorneys, who also represent the interests of all Settlement Class Members, are known as “Class Counsel.”

Defendants deny all liability, are confident that they have strong legal and factual defenses to Plaintiffs’ claims, and assert that they have always properly complied with all applicable laws and regulations governing meal periods, rest periods, overtime wages, payment of wages, restroom access, and related obligations. Defendants deny that they owe Settlement Class Members any wages, restitution, penalties, or any other damages. Defendants contend that their conduct is and has been lawful at all times relevant and that Plaintiffs’ claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm’s-length negotiations between the Parties, through their attorneys, at mediation, and is not an admission of liability on the part of Defendants. In order to reach this Settlement, Defendants provided relevant information and documents to Class Counsel to evaluate Plaintiffs’ alleged claims. The Class Representatives and Class Counsel have concluded that this Settlement is fair, adequate, and reasonable, and that it is in the best interests of the Settlement Class, having assessed the defenses to liability available to Defendants, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with continued litigation.

If you are still employed by Hyatt Die, Partners Personnel or Nexem Partners, your decision about whether to participate in the Settlement will not affect your employment in any way. In accordance with California law, Defendants strictly prohibit retaliation in any form. Defendants will not take any adverse employment action against or otherwise retaliate or discriminate against any Settlement Class Member because of the Settlement Class Member’s decision to either participate or not participate in the Settlement.

Who are the attorneys representing the Parties?

Plaintiffs’ Attorneys:

Paul K. Haines
Sean M. Blakely
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Plaintiffs’ Attorneys:

Michael Nourmand
James A. De Sario

Defendant Hyatt Die’s Attorneys:

Kathy A. Le, Esq.
Megan L. LaPointe, Esq.
JACKSON LEWIS P.C.
200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
Telephone: (949) 885-1360
Facsimile: (949) 885-1380

Defendants Partners Personnel and Nexem Partners’ Attorneys:

8822 West Olympic Boulevard
Beverly Hills, California 90211
Tel: (310) 553-3600
Fax: (310) 553-3603

Kasey Diba
Amir Alavi
3660 Wilshire Boulevard, Suite 800
Los Angeles, California 90010
Tel: (213) 480-0292
Fax: (213) 480-0805

What are the Settlement terms?

Subject to final Court approval, Defendants will pay \$850,000.00 (the “Gross Settlement Amount”) for: individual settlement payments to participating Settlement Class Members; the Court-approved attorneys’ fees and costs to Class Counsel; the Court-approved Service Payments to Class Representatives; the Settlement Administrator’s costs; and payment to the Labor and Workforce Development Agency (“LWDA”) for penalties pursuant to the PAGA.

The following deductions from the Gross Settlement Amount will be requested by Plaintiffs:

Class Counsel Attorneys’ Fees and Costs. Class Counsel have been prosecuting the Action on behalf of the Settlement Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or costs. Class Counsel will ask the Court for attorneys’ fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$283,333.33, as reasonable compensation for the work Class Counsel performed and will continue to perform in the Actions through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$50,000.00 for verified costs Class Counsel incurred in connection with the Actions.

Service Payments to Class Representatives. Class Counsel will ask the Court to award the Class Representatives Service Payments of \$5,000.00 to each Class Representative (\$10,000.00 total), to be paid from the Gross Settlement Amount, to compensate the Class Representatives for their service and extra work provided on behalf of the Settlement Class.

Settlement Administrator’s Costs. The Court has approved ILYM, Group, Inc. to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Plaintiffs will request up to \$12,000.00 from the Gross Settlement Amount to pay the Settlement Administrator’s costs in administering the Settlement.

PAGA Penalties to the LWDA. PAGA penalties have been allocated in the sum of \$75,000.00. Pursuant to the PAGA, \$56,250 (75%) will be paid to the LDWA, and \$18,750 (25%) will be paid to certain Settlement Class Members as described below.

Allocation of Settlement Class Members' Individual Settlement Payments. After deducting the Court-approved amounts for attorneys' fees and costs, administration costs, service payments to the Class Representatives, and payment to the LWDA, the balance of the Gross Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to Settlement Class Members based on the formula described below. The NSA is estimated at approximately \$438,416.67.

- First, \$18,750.00 of the NSA (the "PAGA Amount"), which is 25% of the \$75,000 allocated to PAGA penalties, shall be paid to all Settlement Class Members who worked at Hyatt Die's California facilities at any time from October 7, 2019 through July 14, 2022 (the "PAGA Period"), and will be distributed based on each Settlement Class Member's number of pay periods worked at Hyatt Die's California facilities during the PAGA Period.
- The remainder of the NSA ("NSA Remainder"), which is estimated to be \$XXXXXXX, will be distributed to all Settlement Class Members who do not opt-out of the Settlement ("participating Settlement Class Members"), based on each participating Settlement Class Member's number of workweeks worked at Hyatt Die's California facilities, either as a direct hire of Hyatt Die or as a temp worker through Partners Personnel or Nexem Partners ("Covered Workweeks"), during the Class Period.

Settlement Class Members will be paid Settlement Payments based on the shares as calculated by the Settlement Administrator using the formula above. Settlement Payments in the appropriate amounts will be distributed by the Settlement Administrator by mail to the Settlement Class Members, within 20 days of the Effective Date of the Settlement.

Allocation and Taxes. The Parties have agreed that individual Settlement Payments will be allocated as follows: all payments from the PAGA Amount will be allocated as 100% penalties; and all payments from the NSA Remainder will be allocated 1/3 to wages, 1/3 to interest, and 1/3 to all penalties. Appropriate federal, state and local withholding taxes will be taken out of the portion allocated to wages, and Settlement Class Members will receive an IRS Form W-2 with respect to this portion of the Settlement Payment. Settlement Class Members will also receive IRS Forms 1099 reflecting the payments allocated as penalties and interest. Settlement Class Members will be responsible for paying appropriate taxes due on the Settlement Payments each receives. The Settlement Administrator, Defendants and their counsel, and Plaintiffs and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments received under the Settlement.

Uncashed Checks: Each member of the Settlement Class who receives an individual Settlement Payment must cash his or her check within 180 days from the date the check is issued. Any funds payable to Settlement Class Members whose checks are not cashed

within 180 days after issuance will be voided and the funds represented by the uncashed checks will be transmitted to the California Unclaimed Property Fund, in the name(s) of the Settlement Class Member(s) whose checks were not cashed.

Release. If the Court approves the Settlement, and upon the Settlement being fully funded, each Settlement Class Member who has not submitted a valid Request for Exclusion from Settlement (defined below), will release Defendants, their respective present and former parent companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns of Defendants, and any individual or entity which could be jointly liable with Defendants and their respective present and former parent companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns (with the express exception of Nexem Staffing, Inc.) (collectively, the “Released Parties”) from all claims and/or causes of action arising from or related to the Ramos and Solis Actions under any state or local law or administrative order that were pled in the Ramos and/or Solis Actions based on the facts alleged in the operative Complaints in the Ramos and Solis Actions or which arise out of or relate to such facts, including the failure to pay minimum wages, the failure to pay overtime wages, the failure to provide meal periods, the failure to provide rest periods, the failure to provide accurate itemized statements, the failure to pay all wages upon termination, the failure to pay waiting-time penalties, the failure to provide access to toilet facilities, the failure to maintain accurate records, and any other claims that were alleged in the Ramos and Solis Actions or which arise out of or relate to such facts, including without limitation all claims based on the factual assertion pled in the Ramos and Solis Actions, for restitution and other equitable relief under Business and Professions Code § 17200 et seq., liquidated damages, or statutory penalties, for the duration of the Class Period, and arising from their work at Hyatt Die’s California facilities either as a direct hire of Hyatt Die or as a temp worker through Partners Personnel or Nexem Partners (“Class Released Claims”). In addition, all Settlement Class Members (regardless whether they opt out) who worked at Hyatt Die’s California facilities at any time during the PAGA Period either as a direct hire of Hyatt Die or a temp worker through Partners Personnel or Nexem Partners, shall release the Released Parties for all claims for civil penalties under the Labor Code Private Attorneys General Act of 2004 based on the aforementioned violations, for the duration of the PAGA Period (“PAGA Released Claims”).

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Class, and the entry of Judgment.

How much will my individual Settlement Payment be?

If you do not exclude yourself from the Settlement, you will be mailed an individual Settlement Payment based on the number of Covered Workweeks you worked during the Class Period and the number of pay periods (if any) you worked during the PAGA Period. Defendants’ records reflect that during the Class Period, you worked [REDACTED] Covered Workweeks and worked [REDACTED] pay periods during the PAGA Period. Based on this

information, your Individual Settlement Payment is estimated at \$ [REDACTED], less withholdings and taxes. This amount is an estimate.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be considered part of the Settlement Class and your individual Settlement Payment will be mailed to you at the address on file with the Settlement Administrator. If your address has changed since you received this Notice, or if the address at which you received this Notice is not correct, you must notify the Settlement Administrator of your correct address. For your convenience, a Change of Address form is enclosed.

What if I disagree with the number of Covered Workweeks or PAGA pay periods shown above? If you believe the number of Covered Workweeks you worked during the Class Period or the number of pay periods during the PAGA Period is not right, you may submit information and evidence to the Settlement Administrator to support your claim that Defendants' records are in error. Your letter disputing the information should include any relevant documentation to establish the number of weeks or pay periods you claim to have worked, such as paystubs. **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and the Settlement Administrator will evaluate any information and evidence submitted and discuss in good faith how to resolve such disputed claims. The Settlement Administrator's decision regarding any dispute will be final. Any dispute and supporting documentation must be mailed to the Settlement Administrator at the following address postmarked on or before **[RESPONSE DEADLINE]**:

Insert administrator's address

What other options do I have?

Exclude Yourself from the Class Portion of the Settlement. If you **do not** wish to take part in the class Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" postmarked no later than **<<RESPONSE DEADLINE>>**. The Request for Exclusion Form must include (i) your full name, (ii) the Ramos case name and number (*Ramos v. Hyatt Die Cast and Engineering Corporation-South, Inc., et al*, Case No. 30-2020-01174518-CU-OE-CXC), (iii) a statement that you wish to exclude yourself from the Settlement, and (iv) your signature. Request for Exclusion Form is included with this Notice. If you wish to submit a Request for Exclusion, it must be mailed to the Settlement Administrator at the following address on or before **<<RESPONSE DEADLINE>>**:

<<INSERT ADMINISTRATOR CONTACT INFO>>

Any person who submits a valid and timely Request for Exclusion from Settlement shall, upon receipt, no longer be a participating Settlement Class Member, shall be barred from objecting to the Settlement, and shall receive no benefits from the Settlement (except for

any payment from the PAGA Amount, if applicable), and will not be bound by the Settlement (except for terms pertaining to the PAGA portion of the Settlement).

Objecting to the Settlement. If you do not exclude yourself from the Settlement, you have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement and will receive your individual Settlement Payment. If you wish to object to the Settlement, or any portion of it, you must mail a written objection to the Settlement Administrator, at the address shown above, postmarked on or before the <<RESPONSE DEADLINE>>. Your written objection must include your full name, current address, and phone number; the name, address and phone number of any attorney representing you; the case name and number; each specific reason in support of your objection; and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. Your written objection should also specify whether you intend to appear at the Final Approval Hearing.

The Final Approval Hearing is scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department CX-101 of the Superior Court of California, County of Orange located at 751 W. Santa Ana Blvd., Santa Ana, California 92701. The date, time, and/or location of the Final Approval Hearing may be changed without further notice to the Settlement Class; if you wish to attend the Final Approval Hearing, you may contact Plaintiffs' attorneys or Defendants' attorneys (using the contact information listed above) to confirm the date, time, and location of the Final Approval Hearing. You have the right to appear either in person or through your own attorney (at your own expense) at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of at least one of the Actions, which are *Faustino Ramos v. Hyatt Die Cast and Engineering Corporation-South, et al.*, Superior Court of California, County of Orange, Case No. 30-2020-01174518-CU-OE-CXC; and *Alberto Meza Solis v. Partners Personnel-Management Services, LLC*, Superior Court of California, County of Orange, Case No. 30-2021-01209210-CU-OE-CXC.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement, including the release of claims stated above, in the same way as Settlement Class Members who do not object, and will receive an individual Settlement Payment.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department CX-101 of the Superior Court of California, County of Orange located at 751 W. Santa Ana Blvd., Santa Ana, California 92701. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and costs and expenses and the Service Payments to the Class Representatives. The date, time, and location of the Final Approval Hearing may be changed without further notice to the Settlement Class. **You are not**

required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.

How can I get additional information?

This Notice is only a summary of the Actions and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Superior Court of California, County of Orange, located at 751 W. Santa Ana Blvd., Santa Ana, California 92701, during regular court hours or on the Court's website listed below. You may also contact Class Counsel or Defendants' counsel listed above for more information.

Web address: <https://civilwebshopping.occourts.org/Login.do>

Case Number: 01174518

Year Filed: 2020

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

IMPORTANT INFORMATION:

- The deadline for submitting a Request for Exclusion, Dispute, or Objection to the Settlement Administrator is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.
- It is your responsibility to keep the Settlement Administrator informed of any changes in your mailing address to ensure receipt of your individual Settlement Payment check once the Court grants final approval of the Settlement.
- Should the Court grant final approval of the Settlement, individual Settlement Payment checks will be mailed within 20 days of the Effective Date of the Settlement. It is strongly recommended that those checks be cashed immediately.

EXHIBIT B

NOTICE OF CHANGE OF ADDRESS

Faustino Ramos, et al. v. Hyatt Die Cast and Engineering Corp. – South, et al.

Orange County Superior Court

Case No.: 30-2020-01174518-CU-OE-CXC

Please complete and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** your personal contact information has changed. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

Date: _____

Signature: _____

EXHIBIT C

REQUEST FOR EXCLUSION FORM

Faustino Ramos, et al. v. Hyatt Die Cast and Engineering Corp. – South, et al.
Orange County Superior Court
Case No.: 30-2020-01174518-CU-OE-CXC

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL OR DELIVER THIS FORM, POSTMARKED ON OR BEFORE [INSERT DATE], ADDRESSED AS FOLLOWS:

[INSERT SETTLEMENT ADMINISTRATOR] <i>Faustino Ramos, et al. v. Hyatt Die Cast and Engineering Corp. – South, et al.</i> SETTLEMENT ADMINISTRATOR ADDRESS ADDRESS PHONE FAX

DO NOT SUBMIT THIS FORM IF YOU WISH TO BE PART OF THE CLASS ACTION SETTLEMENT.

By signing, filling out, and returning this form, I confirm that I do not want to be included in the Settlement of the lawsuit entitled *Faustino Ramos, et al. v. Hyatt Die Cast and Engineering Corp. – South, et al.*, Orange County Superior Court Case No. 30-2020-01174518-CU-OE-CXC.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *FAUSTINO RAMOS, ET AL. V. HYATT DIE CAST AND ENGINEERING CORP. – SOUTH, ET AL.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT. HOWEVER, I WILL STILL BE ENTITLED TO RECEIVE A PORTION OF THE SETTLEMENT OF THE CLAIMS BROUGHT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”) AS DESCRIBED IN THE ACCOMPANYING NOTICE OF PROPOSED CLASS ACTION SETTLEMENT.

Name _____ Telephone Number _____

Address _____

Date _____ Signature _____