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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By C. Vega, Deputy Clerk

Attorneys for Plaintiffs and Putative Classes

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MICHELLE BAIN, CARMEN LUNA, and
VALERIA MARTINEZ,

Plaintiffs,

v.

HYATT CORPORATION d/b/a HYATT
REGENCY LONG BEACH and d/b/a HYATT
CENTRIC THE PIKE LONG BEACH and
DOES 1 through 20, inclusive,

Defendants.

CASE NO. 23STCV02164

CLASS ACTION

Related to *Gray v. Hyatt Corporation*, Case
No. 23STCV02437

[Assigned to Hon. Elaine Lu, Dept. 9]

**NOTICE OF COURT ORDER AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

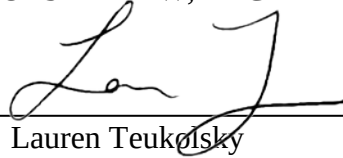
Action Filed: February 1, 2023

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that on November 21, 2024, the Court entered an order and judgment
3 granting Final Approval of Class Action and PAGA Settlement. The Court's order is attached as Exhibit
4 A.

5
6 DATED: December 2, 2024

Respectfully submitted,
TEUKOLSKY LAW, APC

7
8
9 By:  _____

Lauren Teukolsky
Attorneys for Plaintiffs

EXHIBIT A

Electronically Received 11/20/2024 09:53 AM

FILED
Superior Court of California
County of Los Angeles

11/21/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MICHELLE BAIN, CARMEN LUNA, and
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HYATT CORPORATION d/b/a HYATT
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1 through 20, inclusive,

Defendants.

CASE NO. 23STCV02164

CLASS ACTION

Related to *Gray v. Hyatt Corporation*, Case No.
23STCV02437

[Assigned to Hon. Elaine Lu, Dept. SS-9]

**~~[PROPOSED]~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Action Filed: February 1, 2023
Trial Date: None set

1 **ORDER AND JUDGMENT**

2 Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement came before this
3 Court on November 14, 2024. The Motion was brought jointly by Michelle Bain, Carmen Luna, and
4 Valeria Martinez, the Plaintiffs in the instant action, and Darlene Gray, the Plaintiff in the related
5 action, *Gray v. Hyatt Corporation*, Case No. 23STCV02437. Pursuant to California Rule of Court
6 3.769 and this Court's Order Granting Preliminary Approval of Class Action Settlement ("Preliminary
7 Approval Order"), and having considered all papers filed and proceedings held herein, and good cause
8 appearing therefor, the Court hereby GRANTS Plaintiffs' Motion for Final Approval of Class Action
9 and PAGA Settlement and ORDERS AS FOLLOWS:

10 1. The Court has jurisdiction over the subject matter of the above-captioned action (the
11 "Action"), the Class and PAGA Representatives, Defendant Hyatt Corporation ("Defendant"), and all
12 members of the Settlement Class.¹

13 2. The conditional class certification contained in the Preliminary Approval Order is
14 hereby made final, and the Court thus certifies, for purposes of the Settlement, the following two
15 Settlement Classes:

- 16 • Room Attendant Class: all non-exempt individuals who worked for the Hyatt Regency
17 Long Beach and/or the Hyatt Centric The Pike Long Beach as room attendants from
18 November 23, 2018 to June 14, 2024 (the date of Preliminary Approval).
19 • Non-Room Attendant Class: all non-exempt individuals who worked for the Hyatt
20 Regency Long Beach and/or the Hyatt Centric The Pike Long Beach in positions other
21 than room attendants from February 1, 2019 to June 14, 2024 (the date of Preliminary
22 Approval).

23 3. For purposes of Settlement only, the Court finds that (a) the Settlement Class Members
24 in both classes are ascertainable and so numerous that joinder of all members is impracticable; (b)
25 there are questions of law or fact common to each of the Settlement Classes, and there is a well-
26 defined community of interest among the Settlement Class Members with respect to the subject matter

27 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the Settlement
28 Agreement.

1 of the litigation; (c) the claims of the Class and PAGA Representatives are typical of the claims of the
2 Settlement Classes; (d) the Class and PAGA Representatives have fairly and adequately protected the
3 interests of the Settlement Class Members; (e) a class action is superior to other available methods for
4 an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for
5 the Class and PAGA Representatives and Settlement Classes.

6 4. The Court grants final approval of the parties' Settlement because it meets the criteria
7 for final settlement approval. The Gross Settlement Amount ("GSA") of \$2,250,000 falls within the
8 range of possible approval as fair, adequate and reasonable, and the Settlement treats all members of
9 the Settlement Class fairly.

10 5. The Settlement is entitled to a presumption of fairness because: (a) it was reached
11 through arm's-length bargaining, and facilitated by an experienced wage-and-hour mediator; (b)
12 Plaintiffs engaged in extensive investigation and discovery before settling, including obtaining time
13 and pay records for Class Members and retaining an expert to prepare a calculation of maximum
14 potential damages and penalties; and (c) Plaintiffs' counsel is highly experienced in similar wage-and-
15 hour class action and PAGA litigation.

16 6. The Court has applied the well-developed class action settlement approval standards
17 and finds that application of these standards supports approval here. These standards include: "the
18 strength of Plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the
19 risk of maintaining class action status through trial, the amount offered in settlement, the extent of
20 discovery completed and the stage of the proceedings, the experience and views of counsel. . . and the
21 reaction of the class members to the proposed settlement." (*Dunk v. Ford Motor Co.* (1996) 48
22 Cal.App.4th 1794, 1801.) Plaintiffs have addressed each of these factors in their approval motion and
23 supporting documentation to the satisfaction of the Court.

24 7. None of the 773 Class Members objected to or excluded themselves from the
25 Settlement after receiving the Class Notice. The Court finds that this 100% participation rate supports
26 final approval.

27 8. The Court hereby approves the Settlement as fair, just, reasonable and adequate, and
28 directs the parties and the Settlement Administrator to effectuate the Settlement in accordance with its

1 terms. Because no Class Member submitted an objection to the Settlement, per Paragraph 1.18 of the
2 Settlement, the Effective Date of the Settlement is the date of this Order.

3 9. The Court finds that the distribution by First Class U.S. Mail of the Notice constituted
4 the best notice practicable under the circumstances to all persons within the definition of the
5 Settlement Classes, and fully met the requirements of due process under the California and United
6 States Constitutions. Notice was provided to Settlement Class Members as set forth in the Settlement
7 Agreement, and the notice process has been completed in conformity with the Preliminary Approval
8 Order. The Court finds that said notice was the best notice practicable under the circumstances. The
9 Notice informed Settlement Class Members of the terms of the Settlement; their right to object to the
10 Settlement, including Class Counsel's request for attorneys' fees and costs, and the Class and PAGA
11 Representatives' requests for Service Payments; their right to exclude themselves from the Settlement
12 and pursue their own remedies; and their right to appear in person or by counsel at the Final Approval
13 hearing and be heard regarding any aspect of the Settlement. The Notice therefore fully satisfied the
14 requirements of California Rule of Court 3.769 and due process. Adequate periods of time (i.e., 60
15 days) were provided for Settlement Class Members to review the notice, to object and to exclude
16 themselves.

17 10. The Court approves the following release of claims as set forth in the Settlement:

18 All Participating Class Members, on behalf of themselves and their respective former
19 and present representatives, agents, attorneys, heirs, administrators, successors and
20 assigns, release Released Parties from any and all claims and damages arising from any
21 of the facts alleged in the Operative Complaint for damages, including Defendant's
22 alleged violation of the California Business and Professions Code sections 17200, et
23 seq. for, inter alia, violations of the Long Beach Hotel Working Conditions Ordinance,
24 failure to pay overtime and minimum wages, failure to pay all regular rate wages due,
25 failure to provide meal and rest periods and associated premium payments, failure to
26 timely pay wages during employment and upon termination, failure to provide
27 compliant wage statements, failure to maintain complete and accurate payroll records,
28 and Defendant's alleged unfair business practices stemming from these alleged Labor
Code violations. The time period of the Released Claims is the Class Period (as
modified by any decision by Defendant to shorten the Class Period pursuant to the
Escalator Clause in Paragraph 8, below). Participating Class Members do not release
any other claims, including claims for vested benefits, wrongful termination, violation
of the Fair Employment and Housing Act, unemployment insurance, disability, social
security, workers' compensation or claims based on facts occurring outside the Class
Period. To the extent any Participating Class Member is an Aggrieved Employee, they

also release all claims and damages arising under PAGA that were alleged or could have been alleged based on the facts set forth in the Operative Complaint and/or the PAGA Notice, including PAGA claims for failure to pay overtime and minimum wages, failure to pay all regular rate wages due, failure to provide meal and rest periods and associated premium payments, failure to timely pay wages during employment and upon termination, failure to provide compliant wage statements, and failure to maintain complete and accurate payroll records.

11. Per Paragraph 5.2 of the Settlement, upon the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Settlement Class Members will release the Released Parties from the released claims described in the foregoing paragraph.

12. Per Paragraph 5.1 of the Settlement, upon the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Class Representatives will further release all known and unknown claims against Defendant that occurred during the Class Period as set forth in the Settlement.

13. Pursuant to Rule 3.769(h) of the California Rules of Court, by means of this Final Approval Order, the Court enters final judgment in the Action, as defined by California Code of Civil Procedure § 577. The judgment applies to Plaintiffs, Defendant, and all members of the two Settlement Classes, defined above in Paragraph 2. The Court reserves and retains exclusive and continuing jurisdiction over the Action, the Class and PAGA Representatives, the Settlement Classes, and Defendant for the purposes of supervising the implementation, effectuation, enforcement, construction, administration, and interpretation of the Settlement Agreement and its Judgment.

14. The parties are to bear their own attorneys' fees and costs, except as otherwise provided in the Settlement and approved by this Court.

15. The Court finds the plan of allocation for the shares of the Net Settlement Amount ("NSA") as set forth in the Settlement Agreement is fair and reasonable. The Settlement Administrator shall distribute the NSA to Settlement Class Members in accordance with the terms outlined in the Class Notice and Settlement. After the deductions described below are made from the \$2.25 million Gross Settlement Amount, the NSA to be distributed to the Settlement Classes is \$1,377,250.00. Per the Settlement, the NSA shall be allocated 70% to the Room Attendant Class and 30% to the Non-Room Attendant Class, and will be shared by members of each Class on the basis of the number of

workweeks they worked during the respective Class Periods relative to each other.

16. The Court hereby orders the appointment of Michelle Bain, Carmen Luna, Valeria Martinez, and Darlene Gray as Class and PAGA Representatives.

17. The Court hereby orders the appointment of Lauren Teukolsky of Teukolsky Law, A Professional Corporation, and Brent Buchsbaum of Law Offices of Buchsbaum & Haag, LLP as Class Counsel for the Settlement Classes.

18. Under the Settlement, the parties agreed that reasonable settlement administration costs in the amount of \$11,750 may be paid to the Settlement Administrator, Phoenix Settlement Administrators (“Phoenix”), out of the GSF. The Court hereby approves the payment of settlement administration costs in the amount of \$11,750 to Phoenix for the services rendered in this action, and finds that this amount is reasonable.

19. Under the Settlement, the parties agreed that the Class and PAGA Representatives, Michelle Bain, Carmen Luna, Valeria Martinez, and Darlene Gray, were entitled to seek \$10,000 each for Class Representative Service Payments (\$40,000 total), to compensate them for the valuable services they provided to the Settlement Classes. The Court finds that Ms. Bain, Ms. Luna, Ms. Martinez, and Ms. Gray are each entitled to a \$7,500 Service Payment to compensate them for the time spent working on this case, assistance provided to Class Counsel, the risk that they incurred by serving as Class and PAGA Representatives, and the benefits conferred on the Settlement Classes as a result of the Action. The Court finds that these payments are fair and reasonable. The Settlement Administrator is directed to pay the foregoing Service Awards in accordance with the terms of the Settlement. This amount is separate and apart from any other recovery to which the Class Representatives may be entitled under the other provisions of the Settlement.

20. Under the Settlement, Class Counsel is entitled to request \$750,000 in attorneys’ fees, which is equivalent to one-third of the GSF. The Court finds that the requested attorneys’ fees are reasonable given the results achieved, the risks of litigation, the skill and quality of the work performed by Class Counsel, the contingent nature of the fee, the significant costs advanced by Class Counsel without any guarantee that they would be recouped, and awards made in similar cases. The propriety of awarding the requested fee amount is confirmed by the lodestar cross-check. The requested fees are

1 equivalent to Class Counsel's lodestar of approximately \$441,200, increased by a multiplier of 1.7,
2 which is appropriate given the excellent results achieved by Class Counsel at an early stage of the
3 litigation.

4 21. The Court hereby orders the Settlement Administrator to pay Class Counsel attorneys'
5 fees in the total amount of \$750,000 from the GSF. Pursuant to a fee-sharing agreement, which Class
6 Counsel properly disclosed to the Class and PAGA Representatives, the fees shall be allocated on the
7 following basis:

8 (a) \$270,000 to the Law Offices of Buchsbaum & Haag, LLP; and

9 (b) \$480,000 to Teukolsky Law, A Professional Corporation.

10 The Settlement Administrator is ordered to make these payments to Class Counsel in
11 accordance with the terms of the Settlement.

12 22. The Settlement authorizes the payment of \$31,000 for Class Counsel's costs in
13 prosecuting the Action. Class Counsel have requested costs in the amount of \$31,000. The Court
14 hereby grants this request and orders that Class Counsel be paid \$31,000 for actual costs incurred.
15 Class Counsel have supported their cost request with itemized records, and the Court finds that the
16 costs were reasonably incurred in connection with the prosecution of this action. Based on the records
17 presented to the Court, the total amounts owed in costs to each of Class Counsel's firms are as follows:

18 (a) \$10,358 to the Law Offices of Buchsbaum & Haag, LLP; and

19 (b) \$20,642 to Teukolsky Law, A Professional Corporation.

20 The Settlement Administrator is ordered to make these payments to Class Counsel in
21 accordance with the terms of the Settlement.

22 23. The Court finds that an allocation of \$50,000 to PAGA penalties is reasonable, with
23 75% of the penalties, or \$37,500, being paid to the California Labor and Workforce Development
24 Agency ("LWDA") and 25% of the penalties, or \$12,500, being paid to the Settlement Class. The
25 LWDA was provided notice of the Settlement on January 3, 2024, and has not notified the Court or the
26 parties of any objections. The Court orders the Settlement Administrator to distribute the \$37,500
27 payment to the LWDA and the \$12,500 payment to the Settlement Classes in accordance with the
28 terms of the Settlement.

1 24. Per the Settlement, checks sent to Settlement Class Members will remain negotiable for
2 180 days. The Court approves the Parties' agreement that funds represented by settlement checks
3 returned as undeliverable and those settlement checks remaining uncashed for more than 180 days after
4 issuance shall be paid to the State Controller's Unclaimed Property Fund under the escheatment
5 process described at California Code of Civil Procedure §§ 1500, *et seq.*, such that the amounts will be
6 retained as unclaimed funds in the name of the Settlement Class Members.

7 25. Nothing in this Judgment or the Settlement shall be construed as an admission or
8 concession by any party. The Settlement and this resulting Judgment only represent a compromise of
9 disputed allegations.

10 26. To summarize, Judgment is hereby entered against Defendant in the total amount of
11 \$2,250,000. From this amount, the following amounts are owed:

- 12 • The Net Settlement Amount to be paid to Settlement Class Members is \$ 1,377,250.
- 13 • The PAGA Payment to the Labor & Workforce Development Agency and Aggrieved
14 Employees in the total amount of \$50,000, with \$37,500 being paid to the LWDA and \$12,500
15 being paid to PAGA Aggrieved Employees.
- 16 • Settlement Administration costs to Phoenix Settlement Administrators in the amount of
17 \$11,750.
- 18 • Service Awards in the amount of \$7,500 each to Class and PAGA Representatives Michelle
19 Bain, Carmen Luna, Valeria Martinez, and Darlene Gray.
- 20 • Attorneys' fees of \$750,000 to Class Counsel, who shall share this amount as follows:
21 \$270,000 to the Law Offices of Buchsbaum & Haag, LLP; and \$480,000 to Teukolsky Law, A
22 Professional Corporation;
- 23 • Attorneys' costs of \$31,000 to Class Counsel, who shall share this amount as follows: \$10,358
24 to the Law Offices of Buchsbaum & Haag, LLP; and \$20,642 to Teukolsky Law, A
25 Professional Corporation.

26
27 //

28 //

27. By January 13, 2025, Class Counsel must give notice of this judgment to the Class Members pursuant to California Rules of Court, rule 3.771(b) and to the LWDA, if applicable, pursuant to Labor Code § 2699 (1)(3).

28. By February 17, 2026, Class Counsel must file a Final Report re: Distribution of the settlement funds.

29. A Non-Appearance Case Review re: settlement compliance is set for February 24, 2026
at 8:30 a.m.

IT IS SO ORDERED. PLAINTIFF TO GIVE NOTICE.

Dated: 11/21/2024 2024

BY _____
HON. ELAINE LU
Los Angeles Superior Court Judge

PROOF OF SERVICE
MICHELLE BAIN, ET AL., v. HYATT CORPORATION
Case No. 23STCV02164

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 595 E Colorado Blvd., Suite 418, Pasadena, CA 91101.

On **December 2, 2024**, I served a true and correct copy of the foregoing document(s) described as:

**NOTICE OF COURT ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

on the person(s) listed below:

Attorneys for Hyatt Corporation:

Attorneys for Darlene Grey:

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[X] VIA CASE ANYWHERE: A true and correct copy of the foregoing documents(s) was electronically served on counsel of record by transmission through Case Anywhere in accordance with the Order Authorizing Electronic Service issued by the Court.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 2, 2024 at Pasadena, California.

Elias Abadi
TYPE OR PRINT NAME

Elias Abadi
SIGNATURE