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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF ALAMEDA**

12 GENERO MATA, on behalf of himself and all
13 other aggrieved employees,

14 Plaintiff,

15 v.

16 HYATT CORPORATION DBA
17 WATERFRONT HOTEL, a Delaware
18 Corporation doing business in California; and
19 DOES 1- 50, Inclusive,

20 Defendant.

Case No. 23CV033777

Assigned to Hon. Patrick McKinney, Dept. 18

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: July 14, 2026

Time: 1:30 p.m.

Dept.: 18

Reservation #: 038888672418

Hill Complaint Filed: October 31, 2024

Mata Complaint Filed: May 18, 2023

First Amended Complaint Filed: March 13,
2026

Trial Date: None Set

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NOW THEREFORE, IT IS HEREBY ORDERED:

2. The Class Representatives and Defendants, through their counsel of record in the
 , have reached an agreement to settle all claims in the Action (hereinafter “Action”) on
 of the Class as a whole;

“All individuals who worked as hourly, non-exempt employees for Defendant's Waterfront Hotel location in the State of California who were employed at any time between October 31, 2021 through January 31, 2025”.

4. The Court appoints and designates: (a) Plaintiffs Genero Mata and Nalesha Hill as Class Representatives and (b) Larry W. Lee of Diversity Law Group, P.C., Edward W. Choi of Choi & Associates, and Justin Lo of Work Lawyers, PC as Class Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts or omissions required by, or which may be given, pursuant to the Settlement Agreement, and such other acts reasonably necessary to finalize the Settlement Agreement and its terms. Any Class Member may enter an appearance through his or her own counsel at such Class Member's own expense. Any Class Member who does not enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

1 5. The Court hereby approves the terms and conditions provided for in the Settlement
2 Agreement.

3 6. The Court hereby preliminarily approves the Settlement Agreement and the Gross
4 Settlement Amount of \$375,000.00, which is to be distributed as follows: (a) up to \$20,000.00 is
5 to be paid to the Class Representatives for their service payment including a waiver of Civil Code
6 §1542, (b) up to \$125,000.00 shall be paid to Class Counsel for attorneys' fees, plus costs up to
7 \$25,000.00, (c) up to \$40,000.00 shall be allocated as PAGA penalties of which 75% will be paid
8 to the LWDA and 25% distributed to the class, and (d) the Settlement Administrator shall be paid
9 for its fees and costs relating to the claims administration process which is expected to not exceed
10 \$7,500.00. The Court further hereby preliminarily approves the formulas provided in the
11 Settlement Agreement regarding Individual Settlement Payments.

12 7. The Court finds that on a preliminary basis the Settlement Agreement appears to be
13 within the range of reasonableness of a settlement, including the amount of the PAGA penalties,
14 Class Representative Payment, Class Counsel's fees and costs, the claims administration fees, and
15 the allocation of payments to Class Members, that could ultimately be given final approval by this
16 Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate, and
17 reasonable as to all potential Class Members when balanced against the probable outcome of
18 further litigation relating to liability and damages issues. It also appears that extensive and costly
19 investigation, research, and court proceedings have been conducted so that counsel for the settling
20 parties are able to reasonably evaluate their respective positions. It appears to the Court that
21 settlement at this time will avoid substantial additional costs by all settling parties, as well as avoid
22 the delay and risks that would be presented by the further prosecution of the Action. It also
23 appears that settlement has been reached as a result of intensive, serious, and non-collusive arms-
24 length negotiations.

25 8. A hearing (the "Final Fairness Hearing") shall be held before this Court on
26 _____ at _____ at the Superior Court of the State of California, County of Alameda
27 to determine all necessary matters concerning the Settlement Agreement, including whether the
28 proposed settlement of the action on the terms and conditions provided for in the Settlement

1 Agreement is fair, adequate and reasonable and should be finally approved by the Court and
2 whether a Judgment, as provided in the Settlement Agreement, should be entered herein. At this
3 same time, a hearing on Class Counsel's motion for attorneys' fees and reimbursement of
4 litigation costs and the Class Representative's service award shall also be held.

5 9. The Court hereby approves, as to form and content, the Class Notice to be sent to
6 Class Members, which attached hereto as Exhibit A. The Court finds that distribution of the Class
7 Notice to Class Members substantially in the manner and form set forth in the Settlement
8 Agreement and this Order meets the requirements of due process and shall constitute due and
9 sufficient notice to all parties entitled thereto.

10 10. The Court appoints and designates Phoenix Settlement Administrators as the
11 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
12 approved Class Notice to Class Members pursuant to the procedures set forth in the Settlement
13 Agreement.

14 11. Any Class Member may choose to opt out of and be excluded from the settlement
15 as provided in the Settlement Agreement and Class Notice and by following the instructions for
16 requesting exclusion. Any person who timely and properly opts out of the settlement will not be
17 bound by the Settlement Agreement or have any right to object, appeal, or comment thereon. Any
18 exclusion request must be in writing and signed by each such Class Member opting-out and must
19 otherwise comply with the requirements delineated in the Class Notice. Class Members who have
20 not requested exclusion by submitting a valid and timely exclusion request, by the Response
21 Deadline, shall be bound by all determinations of the Court, the Settlement Agreement, and
22 Judgment.

23 12. Any Class Member may object to the Settlement Agreement or express his or her
24 views regarding the Settlement Agreement, and may present evidence and file briefs or other
25 papers that may be proper and relevant to the issues to be heard and determined by the Court as
26 provided in the Class Notice. Settlement Class Members will also have the right to appear and be
27 heard orally at the Final Approval hearing, without submitting a written objection. Any Class
28 Member who does not make his or her objection in the manner provided for in the Settlement

1 Agreement and Class Notice, including by the Response Deadline, shall be deemed to have
2 waived such objection and shall forever be foreclosed from making any objection to the
3 Settlement Agreement.

4 13. The Motion for Final Approval shall be filed by the Plaintiffs no later than sixteen
5 (16) court days before the Final Fairness Hearing.

6 14. In the event that the Effective Date occurs, all Settlement Class Members and Class
7 Representative will be deemed to have forever released and discharged the Released Claims
8 applicable to them.

9 15. The Court reserves the right to adjourn or continue the date of the Final Fairness
10 Hearing and all dates provided for in the Settlement Agreement without further notice to the Class,
11 and retains jurisdiction to consider all further applications arising out of or connected with the
12 Settlement Agreement.

13
14 IT IS SO ORDERED.

15
16 DATED: _____

Honorable Patrick McKinney
Judge of the Superior Court

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Genero Mata and Nalesha Hill v. Hyatt Corporation, Case No. 23CV033777

The Superior Court for the State of California, County of Alameda authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Hyatt Corporation (“Hyatt”) for alleged wage and hour violations. The Action was filed by Hyatt employees (“Plaintiffs”) and seeks payment of (1) waiting time penalties for a class of hourly, non-exempt employees (“Class Members”) who worked for Hyatt at its Waterfront Hotel location in Oakland, California during the Class Period (October 31, 2021 through January 31, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly, non-exempt employees who worked for Hyatt at its Waterfront Hotel location in Oakland, California during the PAGA Period (May 18, 2022 through January 31, 2025) (“Aggrieved Employees”).

The proposed settlement has two main parts: (1) a class settlement requiring Hyatt to fund individual class payments, and (2) a PAGA settlement requiring Hyatt to fund individual PAGA payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Hyatt’s records, and the parties’ current assumptions, **your individual class payment is estimated to be \$[INSERT] (less withholding) and your individual PAGA payment is estimated to be \$[INSERT]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your individual PAGA payment, then according to Hyatt’s records you are not eligible for an individual PAGA payment under the settlement because you didn’t work during the PAGA Period.) The above estimates are based on Hyatt’s records showing that **you worked [INSERT] workweeks** during the Class Period and **you worked [INSERT] pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period, you can submit a challenge by the deadline date. See Section IV of this Notice.

The Court has already preliminarily approved the proposed settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the final approval hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Hyatt to make payments under the settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Hyatt.

If you worked for Hyatt during the Class Period and/or the PAGA Period, you have two basic options under the settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed settlement

and be eligible for an individual class payment and/or an individual PAGA payment. As a participating class member, though, you will give up your right to assert Class Period wage claims against Hyatt.

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the class settlement (opt-out) by submitting the written request for exclusion or otherwise notifying the Administrator in writing. If you opt-out of the settlement, you will not receive an individual class payment. You will, however, preserve your right to personally pursue Class Period wage claims against Hyatt, and, if you are an Aggrieved Employee, remain eligible for an individual PAGA payment. You cannot opt-out of the PAGA portion of the proposed settlement.

Hyatt will not retaliate against you for any actions you take with respect to the proposed settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an individual class payment and an individual PAGA payment (if any). In exchange, you will give up your right to assert the wage claims against Hyatt that are covered by this settlement ("Released Claims").
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [INSERT RESPONSE DEADLINE]	If you don't want to fully participate in the proposed settlement, you can opt-out of the class settlement by sending the Administrator a written request for exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an individual class payment. Non-Participating Class Members cannot object to any portion of the proposed settlement. See Section VI of this Notice. You cannot opt-out of the PAGA portion of the proposed settlement. Hyatt must pay individual PAGA payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [INSERT RESPONSE DEADLINE]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed settlement. The Court's decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section VII of this Notice.
You Can Participate in the Final Approval	The Court's final approval hearing is scheduled to take place on [INSERT DATE AND TIME]. You don't have to attend but you

Hearing	do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the settlement at the final approval hearing. See Section VIII of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [INSERT RESPONSE DEADLINE]	The amount of your individual class payment and individual PAGA payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Hyatt's records is stated on the first page of this Notice. If you disagree with the number of Class Period workweeks, you must challenge it by [INSERT RESPONSE DEADLINE] . See Section IV of this Notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiffs are hourly, non-exempt employees who worked for Hyatt at its Waterfront Hotel location in Oakland, California. The Action accuses Hyatt of violating California labor laws by failing to pay sick pay at the regular rate of pay and failing to provide accurate itemized wage statements in violation of Labor Code sections 201-203, 233, 246, and 226. Based on the same claims and related PAGA allegations, Plaintiffs have also asserted claims for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) for violations of Labor Code sections 201-204, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802. Hyatt strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

II. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far the Court has made no determination whether Hyatt or Plaintiffs is correct on the merits. In the meantime, Plaintiffs and Hyatt hired Daniel J. Turner, Esq. of Judicate West, a respected mediator of wage and hour representative and class action cases, in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiffs and Hyatt have negotiated a proposed settlement that is subject to the Court's final approval. Both sides agree the proposed settlement is a compromise of disputed claims. By agreeing to settle, Hyatt does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the settlement is a good deal for you because they believe that: (1) Hyatt has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

III. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Hyatt Will Pay \$375,000.00 as the Gross Settlement Amount (“Gross Settlement”).

Hyatt has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the settlement. The Administrator will use the Gross Settlement to pay the individual class payments, individual PAGA payments, class representative service payments, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants final approval, Hyatt will fund the Gross Settlement not more than 3 days after the judgment entered by the Court becomes final. The judgment will be final on the date the Court enters judgment, or a later date if Participating Class Members object to the proposed settlement or the judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the final approval hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court:

A. Up to \$125,000.00 (33 1/3% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$10,000.00 per Plaintiff (up to \$20,000.00 total) as class representative service payments for filing the Action, working with Class Counsel and representing the Class. Class representative service payments will be the only monies Plaintiffs will receive other than Plaintiffs’ individual class payments and any individual PAGA payments.

C. Up to \$7,500.00 to the Administrator for services administering the settlement.

D. Up to \$40,000.00 for PAGA Penalties, allocated 75% (\$30,000.00) to the LWDA and 25% (\$10,000.00) to individual PAGA payments to Aggrieved Employees based on their pay periods during the PAGA Period.

Participating Class Members have the right to object to any of these deductions except the PAGA penalties. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making individual class payments to Participating Class Members based on their Class Period workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Hyatt are asking the Court to approve an allocation of 20% of each individual class payment to taxable wages (“Wage Portion”) and 80% to non-wages, expense reimbursement, interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Hyatt will separately pay employer payroll taxes it owes on the Wage Portion. The individual PAGA payments are counted as penalties rather than wages for tax purposes. The Administrator will report

the individual PAGA payments and the Non-Wage Portions of the individual class payments on IRS 1099 Forms. Although Plaintiffs and Hyatt have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for individual class payments and individual PAGA payments will show the date when the check expires (the void date), which is 180 days after the date of mailing. If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the class settlement, unless you notify the Administrator in writing, not later than [INSERT RESPONSE DEADLINE], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed request for exclusion by the [INSERT RESPONSE DEADLINE] response deadline. The request for exclusion should be a letter from the Class Member or Class Member's representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the settlement. Class Members who opt out will not receive individual class payments, but will preserve their rights to personally pursue wage and hour claims against Hyatt.

You cannot opt-out of the PAGA portion of the settlement. Class Members who opt out of the class settlement remain eligible for individual PAGA payments and are required to give up their right to assert PAGA claims against Hyatt based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will not grant final approval of the settlement or not enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiffs and Hyatt have agreed that, in either case, the settlement will be void, Hyatt will not pay any money, and Class Members will not release any claims against Hyatt.

8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' requests for exclusion. The Administrator will also decide Class Member challenges over workweeks and pay periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the settlement. The Administrator's contact information is contained in Section IX of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Hyatt has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the settlement. This means that unless you opted out by validly excluding yourself from the class settlement, you cannot sue, continue to sue or be part of any other lawsuit against Hyatt or

related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, release Released Parties from the Released Class Claims, which are any and all claims, rights, demands, charges, complaints, causes of action, obligations, or liability of any and every kind that are based on the facts stated in the Hill Action which occurred during the Class Period and for any and all claims that were raised or could have been raised based on the factual allegations made in the Hill Action that occurred during the Class Period. This includes any and all claims for unpaid wages, sick pay, and penalties at termination (California Labor Code Sections 201-203, 233, and 246) during the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Hyatt has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Hyatt, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the class settlement, cannot sue, continue to sue or participate in any other PAGA claim against Hyatt or its related entities based on the PAGA Period facts alleged in the Action and resolved by this settlement. The Aggrieved Employees' PAGA Release is as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, the Released Parties from all Released PAGA Claims, which are any and all claims, rights, demands, charges, complaints, causes of action, obligations, or liability of any and every kind that were based on the facts stated in the Mata Action which occurred during the PAGA Period, for failure to provide accurate wage statements, failure to provide meal and rest periods, failure to pay meal and rest period premiums, failure to timely pay of wages during employment and at separation, and failure to reimburse reasonable business expenses, in violation of Labor Code sections 201-204, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802.

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. **Individual Class Payments.** The Administrator will calculate individual class payments by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of workweeks worked by each individual Participating Class Member during the Class Period.

2. **Individual PAGA Payments.** The Administrator will calculate individual PAGA payments by (a) dividing \$10,000.00 by the total number of PAGA Period pay periods worked by

all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.

3. Workweek and Pay Period Challenges. The number of workweeks you worked during the Class Period and the number of pay periods you worked during the PAGA Period, as recorded in Hyatt's records, are stated on the first page of this Notice. You have until [INSERT RESPONSE DEADLINE] to challenge the number of workweeks and/or pay periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section IX of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Hyatt's calculation of workweeks and/or pay periods based on Hyatt's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve workweek and/or pay period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Hyatt's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the individual class payment and the individual PAGA payment (if any).

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single individual PAGA payment check to every Aggrieved Employee who opts out of the class settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section IX of this Notice has the Administrator's contact information.

VI. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

To opt out of the class action settlement, submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Genero Mata and Nalesha Hill v. Hyatt Corporation*, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to be excluded to the Administrator by [INSERT RESPONSE DEADLINE], or it will be invalid.** Section IX of this Notice has the Administrator's

contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Hyatt are asking the Court to approve. At least 16 court days before the [INSERT DATE] final approval hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as class representative service awards. Upon reasonable request, Class Counsel (whose contact information is in Section IX of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website [INSERT URL] or the Court's website <https://eportal.alameda.courts.ca.gov>.

A Participating Class Member who disagrees with any aspect of the settlement or the Motion for Final Approval may wish to object, for example, that the proposed settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [INSERT RESPONSE DEADLINE].** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action as *Genero Mata and Nalesha Hill v. Hyatt Corporation* and include your name, current address, telephone number and approximate dates of employment for Hyatt and sign the objection. Section IX of this Notice has the Administrator's contact information.

A Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the final approval hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section VIII of this Notice (immediately below) for specifics regarding the final approval hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the final approval hearing on [INSERT DATE] at [INSERT TIME] in Department 18 of the Alameda County Superior Court, located at 1225 Fallon Street, Oakland, California 94612. At the hearing, the judge will decide whether to grant final approval of the settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs and the Administrator. The Court will invite comment from objectors, Class Counsel and defense counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via the Court's online appearance platform. Check the Court's website for the most current information.

It's possible the Court will reschedule the final approval hearing. You should check the Administrator's website [INSERT URL] beforehand or contact Class Counsel to verify the date and time of the final approval hearing.

IX. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything Hyatt and Plaintiffs have promised to do under the proposed settlement. The easiest way to read the settlement agreement, the judgment or any other settlement documents is to go to the Administrator's website at [INSERT URL]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://eportal.alameda.courts.ca.gov/> and entering the Case Number for the Action, Case No. 23CV033777. You can also make an appointment to personally review court documents in the Clerk's Office at the Alameda County Superior Court, 1225 Fallon Street, Oakland, California 94612.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

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justin@caworklawyer.com

Settlement Administrator:

Phoenix Settlement Administrators
[INSERT]

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

XI. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.