

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICEⁱ

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Morena Hernandez (“Plaintiff”) and defendant Hyatt Corporation (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Morena Hernandez v. Hyatt Corporation, et al.*, Case No. 23STCV10556, initiated on May 11, 2023 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” or “Phoenix” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means all individuals who worked for Andaz West Hollywood as room attendants during the PAGA Period.
- 1.5 “Class” means all individuals who worked for Andaz West Hollywood as room attendants during the Class Period, which is January 1, 2022 to June 30, 2023.
- 1.6 “Class Counsel” means Lauren Teukolsky of Teukolsky Law, A Professional Corporation.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available

sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from January 1, 2022 to June 30, 2023.
- 1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Los Angeles.
- 1.16 “Defendant” means named Defendant Hyatt Corporation (“Defendant”). The term “Defendant” also includes Hyatt Hotels Corporation, Hyatt Corporation, Select Hotels Group, L.L.C., and Hyatt Equities, L.L.C.
- 1.17 “Defense Counsel” means Keith Grossman, Hieu Williams, and Michelle Freeman of Hirschfeld Kraemer LLP.
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$875,000 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below.

The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

- 1.23 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25 "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.26 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.27 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.28 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31 "PAGA Period" means the period from July 1, 2023 to the date of preliminary approval.
- 1.32 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).
- 1.33 "PAGA Notice" means Plaintiff's July 1, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.34 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500) and the 75% to LWDA (\$7,500) in settlement of PAGA claims.

- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiff” means Morena Hernandez, the named plaintiff in the Action.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41 “Released Parties” means Defendant and each of its former and present directors, officers, agents, registered representatives, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.42 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43 “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45 “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

- 2.1 On May 11, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for violations of the West Hollywood Hotel Worker Protection Ordinance (W.H.M.C. § 5.127.010, *et seq.*), failure to pay all wages due upon termination (Lab. Code §§ 201-203), failure to provide accurate itemized wage statements (Lab. Code § 226), and violation of California’s Unfair Competition Law (Bus. and Prof. Code § 17200, *et seq.*). The Complaint is currently the operative complaint in the Action (“Operative Complaint”), although as part of this Settlement the Parties intend to seek leave from the Court to file a First Amended Complaint adding a

claim against Defendant for failure to pay all “regular rate” wages due (Labor Code § 510, § 226.7, § 246), as well as a claim for PAGA penalties. The anticipated First Amended Complaint is attached hereto as Exhibit B. Defendant denies the allegations in the Operative Complaint and the anticipated First Amended Complaint, denies any failure to comply with the laws identified in the Operative Complaint and/or the anticipated First Amended Complaint, and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3 On June 11, 2024, the Parties participated in an all-day mediation presided over by Tripper Ortman which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff propounded a First Set of Document Requests and a First Set of Special Interrogatories to Defendant. Defendant produced to Plaintiff the following data and information in anticipation of mediation: time and pay records of all Class Members for the Class Period; Housekeeping Activity Reports for the Class Period; written policies applicable to Class Members, including Employee Handbooks; agreements between Defendant and UNITE HERE Local 11 (the union that represents Class Members); overtime consent forms signed by Class Members; public housekeeping certificates for Class Members; an Excel spreadsheet listing the square footage of Andaz Hyatt guest rooms; the number of Class Members who were terminated or quit; and data regarding the number of rooms Class Members cleaned with rollaway beds. Plaintiff retained a consultant to analyze the data and prepare a damages model, which was shared and discussed with Defendant prior to mediation. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5 The Court has not granted class certification.

2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$875,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct

the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33-1/3%, which is currently estimated to be \$291,666.67, and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$4,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$4,750.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Thirty-three percent

(33%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Sixty-seven percent (67%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000 to be paid from the Gross Settlement Amount, with 75% (\$7,500) allocated to the LWDA PAGA Payment and 25% (\$2,500) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 36 Class Members who collectively worked a total of 2,362 Workweeks in the Class Period, and 33 Aggrieved Employees who worked a total of 898 PAGA Pay Periods in the PAGA Period (as of August 10, 2024).

4.2 Class Data. Not later than 20 calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data

to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on 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, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and/or Plaintiff's PAGA Notice. In addition, Plaintiff and her former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from any and all claims arising from the employment relationship with Defendant through the date of final approval, including, without limitation, claims for wrongful termination, discrimination, harassment, or retaliation pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000 *et seq.*, the California Fair Employment and Housing Act, Cal. Gov't Code Section 12900 *et seq.*, or the California Labor Code. This general release also includes a waiver of California Civil Code Section 1542 (stated below in section 5.1.1). The release described in this section shall be referred to as "Plaintiff's Release" in this Agreement. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,

rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Participating Class Members:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint or the anticipated First Amended Complaint attached hereto as Exhibit B, including claims for violations of the West Hollywood Hotel Worker Protection Ordinance, failure to pay all regular rate wages due, failure to timely pay wages during employment and upon termination, failure to provide compliant wage statements, and Defendant's alleged unfair business practices stemming from these alleged violations.

Except as set forth in Section 5.3 of this Agreement, 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.

5.3 Release by Participating and Non-Participating Class Members Who Are Aggrieved Employees: All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the anticipated First Amended Complaint attached hereto as Exhibit B, the PAGA Notice, or ascertained in the course of the Action, including PAGA claims for failure to pay all regular rate wages due, failure to timely pay wages during employment and upon termination, and failure to provide compliant wage statements.

5.4 Filing of First Amended Complaint. The individual and class release of claims set forth in Paragraphs 5.1 and 5.2 for failing to pay all regular rate wages due is contingent upon the Court permitting Plaintiff to file a First Amended Complaint to add the claim, which is not alleged in the Operative Complaint. The Parties are including a regular rate claim in the settlement release because the Parties' settlement negotiations encompassed this claim, and part of the settlement consideration paid by Defendant is to settle the regular rate claim. The release of PAGA claims set forth in Paragraph 5.3 is contingent upon the Court permitting Plaintiff to file a First Amended Complaint to add a PAGA claim once the 65-day PAGA notice period has elapsed (PAGA notice was filed with the LWDA on July 1, 2024, which means the 65-day notice period will elapse on September 4, 2024). Once the PAGA notice period elapses, the Parties will file a joint stipulation seeking leave to file the First Amended Complaint. Should the Court not permit Plaintiff to add the regular rate claim and/or the PAGA claim to the Operative Complaint, the

respective releases as to those claims shall be void.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

- 6.1 Defendant’s Declaration in Support of Preliminary Approval. Within 30 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)) and anticipated First Amended Complaint, this Agreement (Lab. Code, § 2699, subd. (l)(2)); (vii) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice, with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than three (3) business days after the Administrator's receipt of any

Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 143 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.
- 7.7 Objections to Settlement.
- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- 7.7.3 Non-Participating Class Members have no right to object to any of the class

action components of the Settlement.

- 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.8.1 Website, Email Address, and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not

limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES.** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 36 Class Members and 2,362 Total Workweeks during the Class Period and (2) there were 33 Aggrieved Employees who worked a total of 898 PAGA Pay Periods in the PAGA Period (as of August 10, 2024).
9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise

ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

- 12.1 No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. Neither Plaintiff nor Plaintiff's counsel will publicize this settlement by name (*i.e.*, identifying (i) Defendant by name, or (ii) its industry (hotel/hospitality) and location in California whether through a press release, posting on counsels' website, social media or any other public means. Nothing in this provision is intended to prevent Plaintiffs from discussing this settlement with their spouse, attorneys, or tax advisors. Nothing in this provision is intended to prevent Plaintiff's counsel from citing the settlement in this case as evidence supporting their competence as counsel in wage/hour and/or class action matters in public court filings nor affects in any way the ability of Plaintiffs' counsel to communicate with putative class members in this case or the court in which this action is pending.

- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be sent via email and deemed to have been duly given as of the day the email is sent, to the email addresses listed below. Should any counsel's information change during the pendency of the Action, notice of the change must be provided in a timely manner via email to all Parties:

To Plaintiff:

TEUKOLSKY LAW, APC
Lauren Teukolsky
lauren@teuklaw.com

To Defendant:
HIRSCHFELD KRAEMER LLP

Keith Grossman
kgrossman@hkemploymentlaw.com

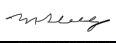
Hieu Williams
hwilliams@hkemploymentlaw.com

Michelle Freeman
mfreeman@hkemploymentlaw.com

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement (including the filing of a First Amended Complaint consistent with this Agreement). The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

DATED: August 26, 2024

DocuSigned by:

AB8435611E8047E...

Plaintiff, Morena Hernandez

DATED:

By: Joan Bottarini, Executive Vice President & Chief
Financial Officer
Defendant, Hyatt Corporation

DATED: August 26, 2024

TEUKOLSKY LAW, APC


Lauren Teukolsky, Counsel for Morena Hernandez

DATED:

HIRSCHFELD KRAEMER LLP

Keith D. Grossman
Hieu T. Williams
Michelle C. Freeman
Counsel for Defendant, Hyatt Corporation

Hieu Williams
hwilliams@hkemploymentlaw.com

Michelle Freeman
mfreeman@hkemploymentlaw.com

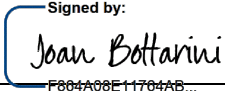
12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement (including the filing of a First Amended Complaint consistent with this Agreement). The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

DATED:

Plaintiff, Morena Hernandez

DATED: 8/26/2024

Signed by:


By: Joan Bottarini, Executive Vice President & Chief
Financial Officer
Defendant, Hyatt Corporation

DATED:

TEUKOLSKY LAW, APC

Lauren Teukolsky, Counsel for Morena Hernandez

DATED: August 26, 2024

HIRSCHFELD KRAEMER LLP



Keith D. Grossman
Hieu T. Williams
Michelle C. Freeman
Counsel for Defendant, Hyatt Corporation

EXHIBIT A

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

Morena Hernandez v. Hyatt Corporation, Case No. 23STCV10556

***The Superior Court for the State of California 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 a Hyatt employee, Morena Hernandez (“Plaintiff”), and seeks payment of (1) back wages and related penalties for a class of housekeepers (“Class Members”) who worked for Hyatt at the Andaz West Hollywood (“Andaz”) during the Class Period January 1, 2022 to June 30, 2023; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all housekeepers who worked for Hyatt at the Andaz the during the PAGA Period (July 1, 2023 to [date of preliminary approval]) (“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 \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____**. 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 _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 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 Plaintiff and Plaintiff’s 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 and PAGA Period penalty 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 [+60 days after notice mailed]	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 6 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 [+60 days after notice mailed]	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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or

	Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [insert date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [insert date]. You don't have to attend but you 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 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [+60 days after notice mailed]	The amount of your Individual Class Payment and 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 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 either of these numbers, you must challenge it by [+60 days after notice mailed]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a housekeeper who works for Hyatt at the Andaz. The Action alleges Hyatt violated California wage and hour laws and the West Hollywood Hotel Worker Protection Ordinance ("Ordinance") by failing to: pay double wages when room attendants cleaned more than the maximum daily allowable square footage under the Ordinance; pay other penalties allegedly incurred under the Ordinance; pay all regular rate wages due; timely pay wages during employment and upon termination; provide compliant wage statements; and Hyatt's alleged unfair business practices stemming from these alleged labor violations. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiff is represented by Lauren Teukolsky of Teukolsky Law, A Professional Corporation ("Class Counsel.").

Hyatt strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Hyatt or Plaintiff is correct on the merits. In the meantime, Plaintiff and Hyatt hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff 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.

Plaintiff 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 and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Hyatt Will Pay \$875,000 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 Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Hyatt will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court become 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, Plaintiff and/or 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 at the Final Approval Hearing:
 - A. Up to \$291,666.67 (33-1/3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$4,750 to the Administrator for services administering the Settlement.
 - D. Up to \$10,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. 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. Plaintiff and Hyatt are asking the Court to approve an allocation of 33% of each Individual Class Payment to taxable wages (“Wage Portion”) and 67% to 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 Plaintiff 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). Checks are valid for 180 days after issuance. 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. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
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 [+60 days after mailing notice], 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 date] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) 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 exclude themselves from the Class Settlement (Non-Participating Class Members) 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 decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff 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, 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 9 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 their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the operative First Amended Complaint, including claims for violations of the West Hollywood Hotel Worker Protection Ordinance, failure to pay all regular rate wages due, failure to timely pay wages during employment and upon termination, failure to provide compliant wage statements, and Defendant’s alleged unfair business practices stemming from these alleged violations.

Except as set forth in Section 5.3 of the Settlement Agreement, 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

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' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the operative First Amended Complaint, the PAGA Notice, or ascertained in the course of the Action, including PAGA claims for failure to pay all regular rate wages due, failure to timely pay wages during employment and upon termination, and failure to provide compliant wage statements.

4. 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.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500 by the total number of PAGA 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/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Hyatt's records, are stated in the first page of this Notice. You have until **[+60 days after mailing of Class Notice]** 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 9 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.

5. 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.

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 (i.e., every Non-Participating Class Member).

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 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS 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 be excluded. Be sure to personally sign your request, identify the Action as *Hernandez v Hyatt*, 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. **The Administrator must be sent your request to be excluded by +60 days after mailing of Class Notice, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. 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 Plaintiff and Hyatt are asking the Court to approve. At least 16 court days before the [insert date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 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 _____(url)_____ or the Court's website <http://www.lacourt.org/casesummary/ui/index.aspx>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is +60 days after mailing of Class Notice.** 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 *Hernandez v. Hyatt* and include your name, current address, telephone number and approximate dates of employment for Hyatt and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, 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 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. 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 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. 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, Plaintiff 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 LACourtConnect (<https://www.lacourt.org/lacc/>). 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.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Hyatt and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at **(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 (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV10556. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

<u>Class Counsel</u>	<u>Settlement Administrator</u>
LAUREN TEUKOLSKY lauren@teuklaw.com TEUKOLSKY LAW, APC 595 E. Colorado Blvd., Ste. 418 Pasadena, CA 91101 Phone: (626) 522-8982 Fax: (626) 522-8983	PHOENIX SETTLEMENT ADMINISTRATORS 1411 N. Batavia, Suite 105 Orange, CA 92867 Phone: (800) 784-2174 https://Phoenixclassaction.com/ _____

10. 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.

11. 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.

EXHIBIT B

LAUREN TEUKOLSKY (SBN 211381)
(Email: lauren@teuklaw.com)
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595 E. Colorado Blvd., Ste. 418
Pasadena, California 91101
Tel: (626) 522-8982
Fax: (626) 522-8983

Attorney for Plaintiff and Putative Classes

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MORENA HERNANDEZ,

Plaintiff,

v.

HYATT CORPORATION d/b/a ANDAZ WEST
HOLLYWOOD and DOES 1 through 20,
inclusive,

Defendants.

Case No.

CLASS ACTION

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES,
PENALTIES, INJUNCTIVE RELIEF,
ATTORNEYS' FEES AND COSTS**

1. Violations of West Hollywood Hotel Worker Protection Ordinance (W.H.M.C. § 5.127.010, *et seq.*)
2. Failure to Pay all "Regular Rate" Wages Due (Labor Code §§ 510, 226.7, 246)
3. Failure to Pay All Wages Due Upon Termination (Lab. Code §§ 201-203)
4. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226)
5. Violation of California's Unfair Competition Law (Bus. and Prof. Code § 17200, *et seq.*)
6. Violation of Private Attorneys General Act (Lab. Code § 2698, *et seq.*)

DEMAND FOR JURY TRIAL

1 **COMPLAINT**

2 Plaintiff Morena Hernandez (“Plaintiff”) hereby brings this action against Hyatt Corporation doing
3 business as Andaz West Hollywood (“Hyatt” or “Andaz”), and on information and belief alleges as
4 follows:

5 **INTRODUCTION**

6 1. Plaintiff is a longtime housekeeper or “room attendant” employed by Hyatt at the Andaz
7 hotel in the City of West Hollywood, California (“City”). She brings this class action on behalf of herself
8 and other room attendants against Hyatt and other unnamed Defendants (collectively, “Defendants”)
9 alleging violations of the West Hollywood Hotel Worker Protection Ordinance (“Ordinance”), the
10 California Labor Code, and the California Unfair Competition Law.

11 2. In 2021, the West Hollywood City Council enacted the Ordinance to improve the working
12 conditions of hotel workers. The Ordinance protects hotel workers against the risk of sexual assault by
13 providing panic buttons, and guarantees room attendants fair compensation when their workload exceeds
14 proscribed limits.

15 3. To guarantee fair compensation for burdensome workloads, the Ordinance prohibits hotels
16 with 40 or more rooms from requiring room attendants to clean more than 3,500 square feet of floorspace
17 in any eight-hour workday unless the hotel pays twice the regular rate of pay for all hours worked that
18 day. The Ordinance also requires hotels to obtain written consent when room attendants work more than
19 10 hours in a day, and to keep daily records of the workloads for each employee. These measures serve
20 the public interest by protecting room attendants from crushing workloads and unexpected overtime, and
21 ensuring they can meet their family and personal obligations. The Ordinance is codified in the West
22 Hollywood Municipal Code at § 5.127.010, *et seq.*

23 4. Despite these requirements, which went into effect on January 1, 2022, Hyatt failed to pay
24 Plaintiff and similarly situated room attendants the requisite double pay when their workloads exceeded
25 the limits set by the Ordinance. Hyatt also violated the Ordinance by failing to make workload records
26 available to employees upon request, or to obtain written consent from employees who work more than
27 10 hours in a day.

28 5. The Ordinance also requires hotels to provide written notice to each hotel worker of their

rights afforded by the Ordinance. Hyatt is required to provide this notice to new employees at their time of hire, and was required to provide notice to existing employees when the Ordinance became effective on September 1, 2021. Hyatt failed to provide the required notice to Plaintiff and other existing employees and, on information and belief, has failed to provide the required notice to new employees hired after September 1, 2021.

6. Hyatt has also failed to include all non-discretionary pay when it calculates the regular rate of pay for overtime premiums and noncompliant break premiums. This unlawful practice has uniformly affected Plaintiff and all similarly-situated housekeepers who work at the Andaz.

7. Plaintiff brings this class action on behalf of herself and similarly situated employees to recover the wages and penalties owed for Hyatt's violations of the Ordinance and the California Labor Code. Plaintiff brings this action on behalf of similarly-aggrieved employees to recover penalties under California's Private Attorneys' General Act ("PAGA"). Plaintiff also seeks injunctive relief requiring Hyatt to comply with all aspects of the Ordinance going forward. Hyatt's violations were knowing and intentional, and constitute unfair business practices which have deprived employees of their rights under California and local labor laws in order to reduce payroll costs and increase profits.

JURISDICTION AND VENUE

8. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this class action for recovery of unpaid wages and penalties under the Ordinance; Labor Code §§ 201-203, 218.5, 226; Business and Professions Code § 17200 *et seq.*; and Wage Order 5-2001. This Court has personal jurisdiction over the parties because, at all relevant times, Plaintiff has been a California resident and performed work for Hyatt in California, and Hyatt has conducted business and committed the unlawful acts alleged herein in California. This class action is brought pursuant to California Code of Civil Procedure § 382. This PAGA action is brought pursuant to California Labor Code § 2698, *et seq.* This case falls within the Court's unlimited jurisdiction because the amount in controversy exceeds \$25,000.

9. This case is not removable to federal court under the Class Action Fairness Act because there are less than 100 members of the Classes defined herein. *See* 28 U.S.C. § 1332(d)(5)(B).

10. Venue is proper in this Court because, at all relevant times, Hyatt has maintained a place

1 of business in Los Angeles County, employed Plaintiff in Los Angeles County, entered into and performed
2 work pursuant to contracts in Los Angeles County, and committed the unlawful acts alleged herein in Los
3 Angeles County. The relief requested is within the jurisdiction of this Court.

4 **THE PARTIES**

5 11. Plaintiff Morena Hernandez is, and at all relevant times was, a competent adult residing in
6 Los Angeles County, California. Ms. Hernandez has worked for Hyatt at the Andaz as an hourly non-
7 exempt room attendant since 1997, except for a layoff during the COVID-19 pandemic from
8 approximately March 2020 to approximately June or July 2020.

9 12. Defendant Hyatt is a hospitality company incorporated in Delaware and headquartered in
10 Chicago, Illinois. Hyatt operates and/or controls the Andaz in Hollywood, California, among many other
11 properties.

12 13. Hyatt d/b/a Andaz West Hollywood is a corporation doing business in California and is a
13 “person” as defined by California Labor Code § 18 and by California Business and Professions Code §
14 17201.

15 14. Hyatt is an “employer” as that term is used in the California Labor Code and Wage Order
16 5-2001.

17 15. Hyatt has employed Plaintiff within California and Plaintiff is an “employee” as defined in
18 Wage Order 5-2001.

19 16. Plaintiff is ignorant of the true names and capacities of Defendants sued herein
20 as Does 1 through 20, inclusive, and therefore sues these Defendants by such fictitious names. Plaintiff
21 will amend this Complaint to allege Doe Defendants’ true names and capacities when ascertained.

22 17. Plaintiff is informed and believes and thereupon alleges that, at all relevant times,
23 Defendants and each of them, directly or indirectly, or through an agent or any other person, employed
24 and/or exercised control over the wages, hours, and/or working conditions of Plaintiff and putative class
25 members, and that Defendants and each of them were the joint employers of Plaintiff and putative class
26 members and/or alter egos of each other.

FACTUAL ALLEGATIONS

18. Plaintiff Morena Hernandez is a longtime Hyatt employee. She has worked as a room attendant at the Andaz since 1997. Her duties include cleaning guestrooms on a daily basis and preparing guest rooms for new guests.

19. Before the Ordinance, Plaintiff was often assigned to clean far more rooms than was possible during an eight-hour shift.

20. The workload requirements of the Ordinance went into effect on January 1, 2022 for the specific purpose of reducing the workloads of room attendants. The Andaz was required to start complying with it immediately but failed to do so. The Andaz has approximately 219 rooms.

21. Under Section 5.127.030, the “Measures to provide fair compensation for workload” provision, the Andaz is prohibited from requiring Plaintiff and other room attendants to clean rooms covering more than 3,500 square feet of floorspace in any one, eight-hour workday unless the Andaz pays the room attendant twice his or her regular rate of pay for all hours worked that day. When room attendants are assigned to clean a certain number of rooms where a guest has checked out (“checkout rooms”) or where there are additional beds (“additional bed room”), each such checkout room or additional bed room counts as 500 square feet for the purposes of calculating total floorspace regardless of the room’s actual square footage, because it takes longer to clean checkout rooms than rooms where a guest is currently staying. The typical guest rooms at the Andaz range from 277 to 342 square feet, while a handful of special guest suites are larger than 500 square feet.

22. The Andaz failed to comply with the Ordinance’s workload requirements. Since the Ordinance went into effect, the Andaz has regularly required Plaintiff and other room attendants to clean far more than 3,500 square feet in a day (taking into account the square footage adjustment for excessive checkout rooms) without paying double time for all hours worked that day as required.

23. Hyatt’s liability for workload violations ended on July 1, 2023, when Hyatt received a waiver of the Ordinance’s requirements from UNITE HERE Local 11 via a duly adopted Collective Bargaining Agreement.

24. Hyatt’s failure to pay its employees double wages when they clean more than 3,500 square

1 feet in a day (or an adjusted maximum) means that Hyatt has also failed to pay its Andaz housekeepers the
2 proper overtime rate, which is based on the employee's "regular rate of pay" in a given pay period. Hyatt
3 similarly underpaid any premium pay for noncompliant meal and rest breaks, as well as paid sick leave
4 time, which are based on the "regular rate." Hyatt has also failed to include in the regular rate of pay
5 certain categories of non-discretionary pay that it pays to Plaintiff and similarly-situated housekeepers at
6 the Andaz.

7 25. The Andaz has failed to obtain written consent from Plaintiff and other room attendants
8 when they work more than 10 hours in a day, or to advise them in writing that they may decline to work
9 more than 10 hours in a day without retaliation. These actions are required by Section 5.127.030(c), termed
10 the "Voluntary Overtime" provision.

11 26. Hyatt has also failed to make workload records available to Plaintiff and her coworkers in
12 violation of Section 5.127.030(d) of the Ordinance, termed "Preservation of Records." This provision
13 states, "[e]ach hotel employer shall maintain for at least three years a record of each room attendant's name,
14 rate of pay, pay received, rooms cleaned or total square footage cleaned for each workday, overtime hours
15 worked foreach workday, and any written consents provided pursuant to subsection (c) above. A hotel
16 employer shall make these records available for inspection and copying to any hotel worker or hotel
17 worker's employee representative[.]" Plaintiff's representatives requested workload records for all putative
18 class members, but Hyatt failed to produce some of the records at all, and produced others in an untimely
19 fashion. Hyatt has admitted to Plaintiff's representatives that it failed to maintain the required records for
20 part of the relevant period.

21 27. Section 5.127.080 of the Ordinance requires hotel employers to provide written notice to
22 *all* employees (not only room attendants) of their rights under the Ordinance. Hotels must provide this
23 notice to new employees at the time of hire, and to existing employees on the effective date of the
24 Ordinance, which was September 1, 2021. Such written notice must be provided in English, Spanish, and
25 any other language spoken by five percent or more of the hotel workers employed by the hotel employer.
26 Hyatt has failed to provide Plaintiff and her coworkers with the required written notice.

27 28. Labor Code §§ 201-202 require employers to pay all earned wages in a timely manner to
28

employees who have separated from employment. Employees who are laid off or otherwise discharged must be paid final wages “immediately.” Employees who quit must be paid final wages within 72 hours.

29. Hyatt failed to comply with these timely payment provisions because it did not timely pay separated employees the double-time wages to which they were entitled under the Ordinance.

30. Under Labor Code § 203, employees who separated from employment during the relevant limitations period are entitled to “waiting time penalties” in the amount of a day’s pay, not to exceed 30 days’ pay. Hyatt owes waiting time penalties to all Andaz room attendants who were owed double-time wages under the Ordinance, and/or regular rate wages, and who have been discharged or quit during the relevant statutory period.

31. Labor Code § 226(a) requires that an employer shall, at the time of each payment of wages, provide each employee with an accurate itemized statement showing, *inter alia*, gross and net wages earned, and all applicable hourly rates and the corresponding number of hours worked at each hourly rate. Similar requirements are imposed under Wage Order 5, § 7(A)(4)-(5).

32. At all times relevant to this action, Hyatt has failed to provide accurate wage statements because the statements did not reflect the correct gross or net wages that Plaintiff and other room attendants should have earned under the Ordinance, or the correct double-time rates at which Plaintiff and other room attendants should have been paid under the Ordinance. The wage statements also did not accurately reflect the overtime premium rate, noncompliant break premium rate, and/or paid sick leave rate, because the listed rates did not include double wages under the Ordinance and did not include all non-discretionary pay.

CLASS ALLEGATIONS

33. Plaintiff brings this action on behalf of herself and the following Classes pursuant to Code of Civil Procedure § 382:

- a. Workload Class: all current and former Andaz room attendants who cleaned more than 3,500 square feet, taking into account the adjusted floor space specified in the Ordinance, in an eight-hour period and were not paid twice their regular rate of pay for all hours worked from January 1, 2022 through June 30, 2023.

- 1 b. Regular Rate Class: all current and former room attendants who worked for Hyatt at
2 the Andaz who are: (1) members of the Workload Class, and who, for the time period
3 of January 1, 2022 to June 30, 2023: (a) received an overtime premium for working
4 more than 8 hours in a day or 40 hours in a week; and/or (b) were paid a premium for
5 noncompliant meal or rest periods; and/or (c) were paid for sick leave; and (2) for the
6 time period of January 1, 2022 to June 30, 2023, were paid a non-discretionary bonus
7 or other remuneration that was not included in the regular rate of pay in a given pay
8 period.
- 9 c. Record-Inspection Class: all current and former Andaz room attendants who requested,
10 either personally or through a representative, a copy of the records required to be made
11 available for inspection under Section 5.127.030(d) of the Ordinance, but failed to
12 receive the records at all, or failed to receive the records in a timely manner, at any time
13 from January 1, 2022 through June 30, 2023.
- 14 d. Voluntary Overtime Class: all current and former Andaz room attendants who worked
15 more than 10 hours in a workday without Andaz first obtaining the proper written
16 consent required under Section 5.127.030(c) of the Ordinance at any time from January
17 1, 2022 through June 30, 2023.
- 18 e. Waiting Time Penalties Class: all current and former Andaz room attendants who were
19 members of the Workload Class and/or Regular Rate Class who were discharged, laid
20 off, or otherwise separated from employment at any time from January 1, 2022 through
21 June 30, 2023.
- 22 f. Wage Statement Class: members of the Workload Class and/or Regular Rate Class who
23 were employed by Andaz during the one-year period preceding the filing of the
24 complaint through June 30, 2023.
- 25 g. Notice Class: all current and former Andaz employees who meet the Ordinance's
26 definition of "hotel worker" and who were not provided with notice of their rights under
27 the Ordinance as required by Section 5.127.080 from the effective date of the Ordinance
28 on September 1, 2021 through June 30, 2023..

1 h. Injunctive Relief Class: all Andaz employees who meet the Ordinance’s definition of
2 “hotel worker” and who would benefit from the Andaz’s timely compliance with the
3 Ordinance’s requirements, including but not limited to the “Notice” provision codified
4 at Section 5.127.080 of the Ordinance.

5 34. Numerosity/Ascertainability. The members of the Classes are so numerous that joinder of
6 all members would be infeasible and not practicable. The precise membership of the Classes is unknown
7 to Plaintiff at this time; however, it is estimated that there are approximately 36 class members. The identity
8 of such membership is readily ascertainable via inspection of Hyatt’s employment records.

9 35. Common Questions of Law and Fact Predominate/Well-Defined Community of Interest.
10 There is a well-defined community of interest among putative class members because Defendants’
11 unlawful practices have affected them in the same manner. Common questions of fact and law include the
12 following:

- 13 a. Whether Hyatt violated Section 5.127.030(a) of the Ordinance by failing to pay Plaintiff
14 and members of the Workload Class the required double-time pay for all hours worked
15 for days when they cleaned more than 3,500 square feet of floorspace or the adjusted
16 maximum amount;
- 17 b. Whether Hyatt’s underpayment of double-time wages under the Ordinance resulted in
18 underpayments of overtime premiums, meal/rest break premiums, and/or sick leave pay;
- 19 c. Whether Hyatt failed to include certain non-discretionary pay in the regular rate of pay
20 for purposes of overtime premiums, noncompliant meal/rest break premiums, and/or
21 sick leave pay;
- 22 d. Whether Hyatt violated Section 5.127.030(d) of the Ordinance by failing to keep the
23 required records and/or failing to make records available for inspection by employees
24 in a timely manner;
- 25 e. Whether Hyatt violated Section 5.127.030(c) of the Ordinance by failing to obtain
26 written consent from employees who worked more than 10 hours in a workday;
- 27 f. Whether Hyatt violated the Ordinance by failing to provide written notice of hotel
28

workers' rights under the Ordinance to each hotel worker at the time of hire or effective date of the Ordinance;

- g. Whether Hyatt failed to provide members of the Wage Statement Class accurate itemized wage statements in accordance with the requirements of applicable California law;
- h. Whether Hyatt failed to timely pay all wages due to members of the Waiting Time Class at the time of separation from employment in accordance with applicable California law;
- i. Whether Hyatt's practices constituted unlawful or unfair business practices under California's Unfair Competition Law; and
- j. What relief is necessary to remedy Hyatt's unfair and unlawful conduct as herein alleged.

36. Typicality. Plaintiff's claims are typical of the claims of the putative Classes because her claims arise out of the same course of conduct and are based on the same legal theories as the claims of the putative Class members. Like putative Class members, Plaintiff was subject to Hyatt's failure to comply with the Ordinance, including the requirement to pay the required double-time pay for days when Plaintiff cleaned rooms amounting to more than 3,500 square feet or the adjusted maximum amount.

37. Adequacy. Plaintiff is a proper representative of the proposed Classes because she will fairly and adequately represent and protect the interests of all putative class members and because there are no known conflicts of interest between Plaintiff and any putative class members. Plaintiff's counsel is ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's counsel has prosecuted numerous wage-and-hour class actions in state and federal courts in the past and is committed to vigorously prosecuting this action on behalf of the members of the Classes.

38. Predominance and Superiority. The prosecution of separate actions by individual members of the proposed Classes would create a risk of inconsistent adjudications with respect to the individual members of the Classes, establishing incompatible standards of conduct for Hyatt, and resulting in the impairment of putative class members' rights and the disposition of their interests through actions to which they are not parties. This action is manageable as a class action because, compared with other methods

1 such as intervention or the consolidation of individual actions, a class action is fairer and more efficient.
2 Common issues predominate because all of the Plaintiff's claims arise out of Hyatt's failure to pay class
3 members properly under the Ordinance, which affected Class members uniformly. A class action is
4 superior to other available methods for the fair and efficient adjudication of this controversy because the
5 putative Class members have little or no interest in individually controlling the prosecution of separate
6 actions and individualized litigation would increase the delay and expense to all parties and the court
7 system. Furthermore, it is desirable to concentrate the litigation of the claims in this Court because the
8 practices and procedures complained of occurred within this Court's jurisdiction.

9 **FIRST CAUSE OF ACTION**

10 **VIOLATIONS OF THE CITY OF WEST HOLLYWOOD**

11 **HOTEL WORKER PROTECTION ORDINANCE**

12 **(West Hollywood Municipal Code § 5.127.010, *et seq.*)**

13 (By Plaintiff and Members of the Workload Class, Record-Keeping Class,
14 Voluntary Overtime Class, Notice Class, and Injunctive Relief Class Against All Defendants)

15 39. Plaintiff, on behalf of herself and members of the Workload Class, Record-Keeping Class,
16 Voluntary Overtime Class, Notice Class, and Injunctive Relief Class, realleges and incorporates by
17 reference all previous paragraphs as though fully set forth herein.

18 40. The Andaz is a "hotel" as defined by West Hollywood Municipal Code § 5.127.010 because
19 it is a commercial facility not approved as a dwelling unit with guest rooms or suites, provided with or
20 without meals or kitchen facilities, rented to the general public for overnight or other lodging generally not
21 intended to be the guest's domicile.

22 41. Hyatt is a "hotel employer" as defined by § 5.127.010 because it operates and/or controls
23 the Andaz.

24 42. Plaintiff and Class members are "hotel workers" as defined by § 5.127.010 because they are
25 employed directly by Hyatt to provide services at the Andaz, a hotel. Plaintiff and Class members are not
26 managerial, supervisory, or confidential employees.

27 43. Plaintiff and Class members are "room attendants" as defined by West Hollywood
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1 Municipal Code § 5.127.010 because their principal duties are to clean and put in order residential guest
2 rooms at the Andaz.

3 44. The Andaz has approximately 219 guest rooms. Section 5.127.030(a) of the Ordinance, the
4 “Workload” provision, mandates that for hotels with 40 or more guest rooms, a hotel employer shall not
5 require a room attendant to clean rooms amounting to more than 3,500 square feet of floorspace, or more
6 than the maximum floor space otherwise specified in this Section (“adjusted maximum amount”), in any
7 one, eight-hour workday unless the employer pays the room attendant twice his or her regular rate of pay
8 for all hours worked by the room cleaner during the workday. When a room attendant is assigned to clean
9 any combination of seven or more checkout rooms or additional bedrooms in a workday, each such
10 checkout room or additional bedroom shall for purposes of this subsection count as 500 square feet,
11 regardless of the actual square footage of each room.

12 45. During the statutory period, which is January 1, 2022 to June 30, 2023, Hyatt violated the
13 “Workload” provision by requiring Plaintiff and members of the Workload Class to clean rooms amounting
14 to more than 3,500 square feet of floorspace or the adjusted maximum amount without paying them twice
15 their regular rate of pay for all hours worked.

16 46. Under Section 5.127.120(c) of the Ordinance, which describes the available remedies,
17 Plaintiffs and Class members are entitled to “actual damages” they suffered, or “statutory damages” up to
18 the amount of one hundred dollars (\$100) per aggrieved person for each day on which any violation of the
19 Ordinance occurred.

20 47. Plaintiff and members of the Workload Class are entitled to back wages, plus interest, for
21 Hyatt’s violations of the “Workload” provision from January 1, 2022 through June 30, 2023. Alternatively,
22 Plaintiff and members of the Class are entitled to statutory damages up to \$100 per day per worker for each
23 day on which a violation occurred during the one-year period preceding the filing of the complaint through
24 the date of judgment.

25 48. Section 5.127.030(c), the “Voluntary Overtime” provision, provides: “A hotel employer
26 shall not require or permit a hotel worker to work more than 10 hours in a workday unless the hotel worker
27 consents in writing to do so. A hotel worker’s consent shall not be valid unless the hotel employer has
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1 advised the hotel worker in writing seven days prior to the hotel worker's consent that the hotel worker
2 may decline to work more than 10 hours in a workday and that the hotel employer will not subject the hotel
3 worker to any adverse employment action for declining to work more than 10 hours in a workday."

4 49. Hyatt has violated this provision by failing to obtain written consents from Plaintiff and
5 members of the Voluntary Overtime Class when they work shifts greater than 10 hours. Under Section
6 5.127.120(c), Plaintiff and members of the Voluntary Overtime Class are entitled to actual damages from
7 January 1, 2022 through the date of judgment. Alternatively, Plaintiff and members of the Class are entitled
8 to statutory damages up to \$100 per day per worker for each day on which a violation occurred during the
9 one-year period preceding the filing of the complaint through June 30, 2023.

10 50. Section 5.127.030(d) requires Hyatt to keep workload records and to make them available
11 for inspection upon request by a hotel worker or their representative. Plaintiff's representatives requested
12 workload records of Plaintiff and other members of the Record-Keeping Class, but Hyatt failed to provide
13 some of the records at all, while it failed to provide other records in a timely manner. Hyatt has admitted
14 to Plaintiff's representatives that it did not retain records for some part of the relevant statutory period.
15 Under Section 5.127.120(c) of the Ordinance, Plaintiff and members of the Record-Keeping Class are
16 entitled to actual damages from January 1, 2022 to June 30, 2023. Alternatively, for the one-year period
17 before the filing of the complaint to June 30, 2023, they are entitled to statutory damages up to the amount
18 of one hundred dollars (\$100.00) per aggrieved person per day, except that statutory damages for failure to
19 maintain records may not exceed \$1,000 per day in total.

20 51. Section 5.127.080 of the Ordinance mandates that hotel employers provide written notice
21 of the hotel workers' rights set forth in the Ordinance to each hotel worker at the time of hire or on the
22 effective date of the Ordinance, whichever is later. Such written notice must be provided in English,
23 Spanish, and any other language spoken by five percent or more of the hotel workers employed by the hotel
24 employer.

25 52. Hyatt failed to provide written notice of the hotel workers' rights set forth in the Ordinance
26 at the time of hire or on the effective date of the Ordinance. Plaintiff and members of the Notice Class are
27 therefore entitled to actual damages for Hyatt's failure to provide the required notice from January 1, 2022
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1 to June 30, 2023. Alternatively, Plaintiff and members of the Notice Class are entitled to statutory damages
2 up to \$100 per day per worker for each day they were not provided with notice during the one-year period
3 preceding the filing of the complaint through June 30, 2023.

4 53. Plaintiff and members of the Injunctive Relief Class are also entitled to injunctive relief
5 requiring Hyatt to comply with all requirements of the Ordinance.

6 54. Hyatt's violations of the Ordinance were willful, which means that all monetary amounts
7 owed to Class members, whether actual or statutory damages, "shall be trebled" under Section
8 5.127.120(c).

9 55. Plaintiff is entitled to reasonable attorneys' fees and costs under Section 5.127.120(d) of the
10 Ordinance.

11 56. Plaintiff seeks to recover interest on all unpaid wages due.

12 **SECOND CAUSE OF ACTION**

13 **FAILURE TO PAY ALL PREMIUM WAGES DUE (Lab. Code §§ 1194, 510, 218.5, 226.7, 246)**

14 (By Plaintiff and Members of the Regular Rate Class Against All Defendants)

15 57. Plaintiff, on behalf of herself and members of the Regular Rate Class, realleges and
16 incorporate by reference all previous paragraphs.

17 58. As a result of Hyatt's failure to pay employees double-time pay as required by the
18 Ordinance, Hyatt's calculation of the "regular rate of pay" for purposes of calculating overtime premiums
19 under Labor Code § 510(a), premium pay under Labor Code § 226.7(c), and sick leave pay under Labor
20 Code § 246, was incorrect and resulted in wage underpayments to Plaintiffs and class members.

21 59. Hyatt also failed to properly calculate the regular rate of pay by failing to include certain
22 non-discretionary pay in the regular-rate calculation.

23 60. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff
24 and members of the Regular Rate Class have sustained economic damages, including but not limited to
25 unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover economic
26 and statutory damages and penalties and other appropriate relief from defendants' violations of the
27 California Labor Code and IWC Wage Order 5.
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THIRD CAUSE OF ACTION

FAILURE TO TIMELY PAY ALL WAGES DUE UPON SEPARATION FROM EMPLOYMENT

(Lab. Code §§ 201-203)

(By Plaintiff and Members of the Waiting Time Penalties Class Against All Defendants)

61. Plaintiff, on behalf of herself and members of the Waiting Time Penalties Class, realleges and incorporates by reference all previous paragraphs as though fully set forth herein.

62. Labor Code § 201 requires an employer who discharges an employee, including through a layoff, to pay all compensation due and owing to the employee “immediately” upon the employee’s separation from employment. Labor Code § 202 requires that an employer promptly pay all wages earned and unpaid within 72 hours after an employee resigns from employment.

63. California Labor Code § 203 provides that if an employer willfully fails to pay all wages due promptly upon the employee’s separation from employment, the employer shall be liable for waiting time penalties in the form of continued compensation for up to 30 days.

64. By failing to compensate members of the Waiting Time Penalties Class at rates required by the Ordinance, Hyatt has willfully failed to make timely payment of full wages due to their employees who have separated from employment in violation of Labor Code §§ 201-202.

65. As a consequence of Hyatt’s willful failure to timely pay all wages due, members of the Waiting Time Penalties Class are entitled to up to a maximum of 30 days’ wages pursuant to Labor Code § 203, plus reasonable attorneys’ fees and costs of suit.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Lab. Code §§ 226, IWC Wage Order 5 § 7(B))

(By Plaintiff and Members of the Wage Statement Class Against All Defendants)

66. Plaintiff, on behalf of herself and members of the Wage Statement Class, realleges and incorporates by reference all previous paragraphs as though fully set forth herein.

67. California Labor Code § 226(a) states that every employer shall, semi-monthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized statement in

1 writing showing substantial detailed information, including but not limited to, gross and net wages earned,
2 total hours worked, and all applicable hourly rates and the corresponding number of hours worked at each
3 hourly rate. IWC Wage Order 5 § 7(B) similarly requires employers semimonthly or at the time of each
4 payment of wages to furnish to each employee an accurate itemized statement in writing. These required
5 disclosures of information are essential to enable employees to determine whether they have been paid in
6 compliance with the law.

7 68. Hyatt's policies and practices of failing to pay wages in conformity with the requirements
8 of the Ordinance necessarily meant that the itemized wage statements of Plaintiff and Class members failed
9 to contain the information required by Labor Code § 226(a) because they failed to reflect the proper wage
10 rates and wages earned.

11 69. Labor Code § 226(e) provides that an employee who suffers injury as a result of a knowing
12 and intentional failure by an employer to comply with § 226(a) may recover the greater of actual damages
13 or the penalties designated by statute of \$50 for the initial pay period in which a violation occurs and \$100
14 per employee for each violation in a subsequent pay period up to an aggregate penalty of \$4,000.

15 70. As a result of Hyatt's knowing and intentional failure to comply with the provisions of
16 Labor Code §§ 226(a)(1), it deprived Plaintiff and putative class members of wage information and wages
17 entitled to them by law. This establishes injury under Labor Code § 226(e)(2).

18 71. As a result of Defendants' knowing and intentional violations, Plaintiff and putative class
19 members seek statutory penalties under Labor Code § 226(a) in amounts not to exceed \$4,000 for each pay
20 period in which they were provided with inaccurate wage statements.

21 **FIFTH CAUSE OF ACTION**

22 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW**

23 (Business and Professions Code §§ 17200, *et seq.*)

24 (By Plaintiff and all Class members Against All Defendants)

25 72. Plaintiff, on behalf of herself and members of all Classes, realleges and incorporates by
26 reference all previous paragraphs as though fully set forth herein.

27 73. California Business and Professions Code §§ 17200 *et seq.* prohibits unfair competition in
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1 the form of any unlawful, unfair, deceptive, or fraudulent business practice.

2 74. Hyatt has engaged in unfair and unlawful business practices in violation of California
3 Business & Professions Code §17200, *et seq.*, by engaging in the unlawful conduct alleged above, including
4 but not limited to: failing to provide written notice of the hotel workers' rights set forth in the Ordinance
5 to each hotel worker at the time of hire or on the effective date of the Ordinance; failing to maintain proper
6 records and failing to make records available to hotel workers on request; cheating room cleaners out of
7 their double-time wages when they cleaned square footage exceeding the limits set forth in the Ordinance;
8 failing to comply with the Labor Code's timely payment provisions; and failing to provide accurate
9 itemized wage statements required by California Labor Code §§ 226(a) and Wage Order 5.

10 75. Plaintiff is informed and believe, and based upon such information and belief, alleges that
11 by engaging in the unfair and unlawful business practices complained of above, Hyatt was able to lower
12 its labor costs and thereby obtain a competitive advantage over law-abiding employers with which it
13 competes, in violation of California Business & Professions Code § 17200, *et seq.*, and California Labor
14 Code § 90.5(a), which set forth the public policy of California to enforce minimum labor standards
15 vigorously to ensure that employees are not required or permitted to work under substandard and unlawful
16 conditions and to protect law abiding employers and their employees from competitors that lower their
17 costs by failing to comply with minimum labor standards.

18 76. Business and Professions Code § 17203 provides that the Court may restore to any person
19 in interest any money or property which may have been acquired by means of such unfair competition and
20 to which those persons have an ownership interest. Plaintiff and putative class members are entitled to
21 restitution pursuant to Business and Professions Code §§ 17203 and 17208 for all wages unlawfully
22 withheld from them.

23 77. To prevent Hyatt from profiting and benefiting from their wrongful and illegal acts, it is
24 appropriate and necessary to enter an order requiring Hyatt to restore Plaintiff and putative class members
25 monies that are owed. Injunctive relief is also warranted to require Hyatt to come into compliance with all
26 aspects of the Ordinance.

27 78. Plaintiff herein takes upon herself enforcement of these laws and lawful claims. There is a
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1 financial burden incurred in pursuing this action and it would be against the interest of justice to penalize
2 Plaintiff by forcing her to pay attorneys' fees from the recovery in this action. The enforcement of the state
3 wage and hours laws will confer a public benefit as the failure to provide appropriate wages for all hours
4 worked are actions that violate the state's public policy of wage and rest protections for employees.
5 Therefore, attorneys' fees are appropriate pursuant to California Code of Civil Procedure § 1021.5, as well
6 as the Ordinance, Labor Code §§ 218.5, 226, and any other applicable statute.

7 **SIXTH CAUSE OF ACTION**

8 **VIOLATION OF CALIFORNIA'S PRIVATE ATTORNEYS GENERAL ACT**

9 (Labor Code § 2698, *et seq.*)

10 (By Plaintiff Against All Defendants)

11 79. Plaintiff, on behalf of herself and all similarly situated aggrieved employees, realleges and
12 incorporates by reference all previous paragraphs as though fully set forth herein.

13 80. Plaintiff is an "aggrieved employee" within the meaning of California Labor Code §
14 2699(c), and a proper representative to bring a civil action on behalf of herself and other current and former
15 housekeepers who have worked at the Hyatt pursuant to the procedures specified in California Labor Code
16 § 2699.3, because Plaintiff was employed by Hyatt and at least one of the alleged violations of the
17 California Labor Code were committed against Plaintiff.

18 81. The California Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
19 ("PAGA"), provides that "[n]otwithstanding any other provision of law, any provision of this code that
20 provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
21 ... for a violation of this code, may, as an alternative, be recovered through a civil action brought by an
22 aggrieved employee on behalf of himself or herself and other current or former employees" Lab. Code
23 § 2699(a).

24 82. Plaintiff alleges, on behalf of herself and other current and former non-exempt room
25 attendants who have worked at the Hyatt Andaz, that Hyatt violated, among other statutes and regulations,
26 §§ 201-203, 204, 210, 223, 225.5, 226, 226.3, 226.7, 246, 248.5, 510, 558, and 2699(f) and Wage Order 5-
27 2001.
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83. Pursuant to Labor Code § 2699(a), Plaintiff seeks to recover civil penalties, as otherwise provided by statute, for which Hyatt is liable as a result of the foregoing violations of the Labor Code sections in an amount to be proven at trial, including, but not limited to, penalties under Labor Code sections §§ 201-203, 204, 210, 223, 225.5, 226, 226.3, 226.7, 227.3, 246, 248.5, 558, and 2699(f) and Wage Order 5. Plaintiff is also entitled to an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

84. Plaintiff has exhausted her administrative remedies as required by Labor Code section 2699.3(a). On July 1, 2024, Plaintiff provided written notice, via online filing, to the Labor and Workforce Development Agency (“LWDA”) and Hyatt as to the claims alleged herein, namely, the specific provisions of the California Labor Code, among other state statutes and regulations, that Defendants are alleged to have violated, as well as the facts and theories supporting those violations. Plaintiff paid the fee required by Labor Code section 2699.3(a)(1)(B). The LWDA did not provide notice to Plaintiff that it intends to investigate the alleged violations within 65 calendar days under Labor Code section 2699.3(a)(2)(A).

PRAYER FOR RELIEF

Plaintiff prays for relief as follows:

1. For an order certifying the proposed Classes;
2. For an order designating Plaintiff as class representative;
3. For an order designating Plaintiff's counsel of record as class counsel;
4. For an injunction requiring Hyatt to comply with all provisions of the Ordinance immediately;
5. For an award of actual or statutory damages pursuant to the Ordinance for Hyatt's failure to: pay the required double-time wages; obtain written consent for working more than 10 hours in a day; keep proper records as required by the Ordinance; make workload records available for inspection under the Ordinance in a timely manner; and/or to provide proper notice to hotel worker of their rights under the Ordinance;
6. For an award of waiting time penalties pursuant to California Labor Code § 203;

1 7. For an award of actual damages or statutory penalties pursuant to California Labor Code §
2 226(e);

3 8. For an order to pay restitution to Plaintiff and putative class members as a result of
4 Defendants' unlawful activities, pursuant to Business & Professions Code §17203;

5 9. For an award of disgorgement of profits and all other appropriate equitable relief, as
6 authorized by Business & Professions Code §17203;

7 10. For an award of civil penalties pursuant to the Private Attorneys General Act, California
8 Labor Code section 2698, *et seq.*

9 11. Prejudgment and postjudgment interest on all sums awarded under California Labor Code §
10 218.6 and any other applicable provisions;

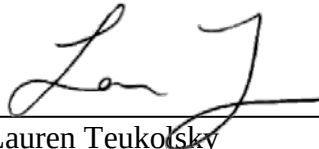
11 12. For an award of reasonable attorneys' fees, costs and interest thereon pursuant to the
12 Ordinance, California Labor Code §§ 218.5, 226, California Code of Civil Procedure § 1021.5, and any
13 other applicable provision; and

14 13. For such other and further relief as the Court may deem proper and just.

15
16 DATED: ____, 2024

Respectfully submitted,

TEUKOLSKY LAW, APC

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20 By: 
21 Lauren Teukolsky
22 Attorney for Plaintiff

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DATED: _____, 2024

TEUKOLSKY LAW, APC

Lauren Teukolsky
Attorney for Plaintiff