

1 Galen T. Shimoda (Cal. State Bar No. 226752)
 Justin P. Rodriguez (Cal. State Bar No. 278275)
 2 Brittany V. Berzin (Cal. State Bar No. 325121)
Shimoda & Rodriguez Law, PC
 3 9401 East Stockton Blvd., Suite 120
 Elk Grove, CA 95624
 4 Telephone: (916) 525-0716
 Facsimile: (916) 760-3733
 5 Email: attorney@shimodalaw.com
 jrodriguez@shimodalaw.com
 6 bberzin@shimodalaw.com

7 Attorneys for Plaintiff JANICE INSIXIENGMAY on behalf
 8 of herself and similarly situated employees and aggrieved employees

9 Joseph W. Ozmer II (SBN 316203)
 J. Scott Carr (SBN 136706)
 10 KABAT CHAPMAN & OZMER LLP
 333 S. Grand Ave., Ste. 2225
 Los Angeles, CA 90071
 11 Telephone: (213) 493-3980
 Facsimile: (404) 400-7333
 12 Email: jozmer@kcozlaw.com
 scarr@kcozlaw.com
 13

14 Attorneys for HYATT CORPORATION
 dba HYATT REGENCY SACRAMENTO

15
 16 **UNITED STATES DISTRICT COURT**
 17 **FOR THE EASTERN DISTRICT OF CALIFORNIA**

18 JANICE INSIXIENGMAY, individually and on
 19 behalf of all others similarly situated,

20 Plaintiff,

21 vs.

22 HYATT CORPORATION DBA HYATT
 23 REGENCY SACRAMENTO, a Delaware
 Corporation; and DOES 1 to 100, inclusive,

24 Defendants.
 25
 26
 27
 28

Case No.: 2:18-CV-02993-TLN-DB

**JOINT STIPULATION REGARDING CLASS
 ACTION AND PAGA SETTLEMENT AND
 RELEASE**

Filed: October 4, 2018
 FAC Filed: April 7, 2020
 SAC Filed: April 6, 2023
 Trial Date: None Set

1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and
2 entered into between the Plaintiff, Janice Insixiengmay (“Plaintiff”), on behalf of herself, the Labor and
3 Workforce Development Agency, Class Members, and Aggrieved Employees, and Defendant Hyatt
4 Corporation dba Hyatt Regency Sacramento (“Defendant”). This Agreement is subject to the terms and
5 conditions set forth below and the approval of the Court.

6 **1. DEFINITIONS**

7 The following terms, when used in this Agreement, have the following meanings:

8 1.1 “Action” means the above stated lawsuit, *Insixiengmay v. Hyatt Corporation dba Hyatt*
9 *Regency Sacramento*, United States District Court for the Eastern District of California, Case No. 2:18-
10 cv-02993-TLN-DB, filed October 4, 2018. The Action was filed as a class and a representative action.

11 1.2 “Aggrieved Employee(s)” means all non-exempt employees who are currently or were
12 formerly employed by Defendant at the Hyatt Regency in Sacramento, California during the PAGA Claim
13 Period.

14 1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Joint Stipulation
15 Regarding Class Action and PAGA Settlement and Release, including all Exhibits attached thereto.

16 1.4 “Class Counsel” means Galen T. Shimoda, Justin P. Rodriguez and Brittany V. Berzin of
17 Shimoda & Rodriguez Law, PC.

18 1.5 “Class Member(s)” means all non-exempt employees who are currently or were formerly
19 employed by Defendant at the Hyatt Regency in Sacramento, California during the Class Period. The
20 estimated number of Class Members is 980.

21 1.6 “Class Period” means between October 4, 2014, and the earlier of June 1, 2023, or the
22 Preliminary Approval Date.

23 1.7 “Class Representative” means Plaintiff Janice Insixiengmay.

24 1.8 “Complaint” means the operative Complaint on file in the Action with the Court.

25 1.9 “Court” means the United States District Court for the Eastern District of California.

26 1.10 “Defendant” means Hyatt Corporation dba Hyatt Regency Sacramento.

27 1.11 “Defendant’s Counsel” means Joseph W. Ozmer II and J. Scott Carr of Kabat Chapman &
28 Ozmer LLP.

1 1.12 “Enhancement Payment” means the amount approved by the Court to be paid to the Class
2 Representative (from the Gross Settlement Amount) in recognition of the time and effort expended on
3 behalf of Class Members for the benefit of Class Members, which is in addition to any Individual
4 Settlement Amount paid to the Class Representative as a Participating Class Member.

5 1.13 “Effective Date” means the Final Approval Date unless there is a timely objection lodged
6 that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th calendar day
7 after a signed order approving this settlement has been filed provided no appellate proceeding having been
8 filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been
9 finally dismissed with no material change to the terms of this settlement and there is no right to pursue
10 further remedies or relief, whichever is later.

11 1.14 “Final Approval Date” means the date a signed order granting final approval of this
12 Agreement is filed and entered with the Court.

13 1.15 “Gross Settlement Amount” is the sum of Two Hundred Ninety-Five Thousand Dollars
14 and No Cents (\$295,000.00). This is the maximum amount Defendant will pay in this Settlement, .

15 1.16 “Individual Settlement Amount” means an individual Class Member’s and Aggrieved
16 Employee’s allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in
17 Sections 1.17, 1.21, 5.5, and 5.8.

18 1.17 “LWDA” means the California Labor and Workforce Development Agency.

19 1.18 “Net Settlement Amount” is the portion of the Gross Settlement Amount available for
20 distribution to Class Members, as described in this Agreement, after deduction of Class Counsel’s
21 attorneys’ fees and litigation costs, Settlement Administrator Costs, the PAGA Payment, and Enhancement
22 Payment to the Class Representative.

23 1.19 “Notice of Settlement” means the document substantially in the form attached hereto as
24 Exhibit 1.

25 1.20 “Notice Period” means forty-five (45) calendar days from the initial mailing of the Notice
26 of Settlement to Class Members and Aggrieved Employees.

27 1.21 “PAGA” means the Private Attorneys General Act Private Attorneys General Act of 2004,
28 California Labor Code §§ 2698 *et seq.*

1 1.22 “PAGA Payment” means the amount allocated from the Gross Settlement Amount towards
2 resolving claims under the PAGA.

3 1.23 “PAGA Claim Period” means the time period between October 4, 2017, and the earlier of
4 June 1, 2023, or the Preliminary Approval Date.

5 1.24 “Parties” mean Defendant and Plaintiff.

6 1.25 “Participating Class Member” means any and all Class Members who have not made any
7 timely request to opt-out of the Agreement.

8 1.26 “Preliminary Approval Date” means the date a signed order granting preliminary approval
9 of this Agreement is filed with the Court.

10 1.27 “QSF” means a Qualified Settlement Fund set up by the Settlement Administrator for the
11 benefit of the Participating Class Members and/or Aggrieved Employees and from which the payments
12 under this Agreement shall be made. Any amounts Defendant has agreed to pay under this Agreement
13 shall remain the property of Defendant until the payments required under the Agreement are made.

14 1.28 “Qualifying Workweeks” are weeks wherein Class Members and/or Aggrieved Employees
15 performed any work on at least one (1) day during the Class Period and/or PAGA Claim Period,
16 respectively, at the Hyatt Regency Sacramento. The calculation of a Class Member’s and/or Aggrieved
17 Employee’s workweeks and a determination as to whether a Class Member and/or Aggrieved Employee
18 was actively employed in California in a particular workweek and/or what subclass a Class Member falls
19 within shall be determined based on Defendant’s records.

20 1.29 “Released Class Claims” means any and all claims that are alleged in the Complaint, and
21 any additional claims that could have been brought based on or arising out of the facts alleged in the
22 Complaint, through the Class Period, including, but not limited to, claims for: unpaid overtime wages,
23 minimum wage violations, rest period violations, meal period violations, regular rate violations, sick pay
24 violations, wage statement penalties/damages, waiting time penalties, and unfair competition. This release
25 excludes the release of claims not permitted by law. The Released Class Claims exclude claims for
26 workers’ compensation or unemployment insurance benefits. This release will cover all Class Members
27 who do not opt out, and each of their respective executors, administrators, representatives, agents, heirs,
28 successors, assigns, trustees, spouses, or guardians.

1 1.30 “Released PAGA Claims” means any and all claims for civil penalties that were brought
2 under the PAGA, contained in Plaintiff’s Complaint and/or Plaintiff’s LWDA letter, and any additional
3 PAGA claims that could have been brought based on or arising out of the facts alleged in the
4 Complaint/LWDA letter during the PAGA Claim Period. Aggrieved Employees cannot opt out of this
5 release of claims. This release will cover the Aggrieved Employees and each of their respective executors,
6 administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians.

7 1.31 “Released Parties” means Defendant and Capitol Regency, LLC, and their respective
8 current and former parent, subsidiary or affiliated entities, and their respective current or former officers,
9 successors, assigns, officials, personal representatives, executors, shareholders, directors, members,
10 agents, employees, attorneys, and insurers, including their respective pension, profit sharing, savings,
11 health, and other employee benefits plans of any nature, the successors of such plans, and those plans’
12 respective current or former trustees and administrators, agents, employees, and fiduciaries.

13 1.32 “Settlement Administrator” means and refers to CPT Group, Inc., the third-party entity that
14 will administer the Agreement as outlined in Sections 4 and 7, or any other third-party administrator
15 agreed to by the Parties and approved by the Court for the purposes of administering this Agreement. The
16 Parties each represent that they do not have any financial interest in the Settlement Administrator. The
17 Settlement Administrator shall meet all of the requirements to establish a QSF pursuant to U.S. Treasury
18 Regulation Section 468B-1.

19 1.33 “Settlement Administrator Costs” means the fees and expenses reasonably incurred by the
20 Settlement Administrator as a result of the procedures and processes expressly required by this Agreement,
21 and shall include all costs of administering the Agreement, including, but not limited to, all tax document
22 preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and
23 fees associated with preparing, issuing, and mailing any and all notices and other correspondence to Class
24 Members and/or Aggrieved Employees; all costs and fees associated with communicating with Class
25 Members and/or Aggrieved Employees, Class Counsel, and Defendant’s Counsel; all costs and fees
26 associated with computing, processing, reviewing, and paying the Individual Settlement Amounts, and
27 resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if
28 any, making related payment to federal and state tax authorities, if any, and issuing tax forms relating to

1 payments made under the Agreement; all costs and fees associated with preparing any tax returns and any
2 other filings required by any governmental taxing authority or agency; all costs and fees associated with
3 preparing any other notices, reports, or filings to be prepared in the course of administering Individual
4 Settlement Amounts; and any other costs and fees incurred and/or charged by the Settlement
5 Administrator in connection with the execution of its duties under this Agreement.

6 **2. DESCRIPTION OF THE LITIGATION**

7 2.1 On or about October 5, 2018, Plaintiff sent notice to the LWDA to exhaust administrative
8 remedies under the PAGA for failure to pay overtime wages, failure to provide accurate wage statements,
9 failure to pay final wages, violation of Labor Code sections 558 and 558.1, failure to provide meal periods
10 or pay premiums in lieu thereof, failure to provide rest periods or pay premiums in lieu thereof, and failure
11 to provide paid sick leave. The LWDA did not respond to the notice within the statutorily required time
12 frame and, as such, Plaintiff became authorized to act as a Private Attorneys General on all alleged PAGA
13 claims.

14 2.2 On or about October 4, 2018, Plaintiff filed a class action Complaint in the Sacramento
15 County Superior Court in the State of California on behalf of herself and Class Members alleging claims
16 for failure to pay overtime wages, meal period violations, rest period violations, wage statement violations,
17 waiting time penalties, and unfair competition. Defendant removed the case to federal court on November
18 15, 2018. Plaintiff filed a First Amended Complaint on approximately April 7, 2020 to add a PAGA cause
19 of action based on the violations alleged in the October 5, 2018 notice to the LWDA on behalf of herself
20 and Aggrieved Employees. Plaintiff filed a Second Amended Complaint on April 6, 2023 to modify the
21 scope of the putative class to include all individuals within the scope of data and documents produced by
22 Defendant through formal and informal discovery and to match the scope of the resolution reached by the
23 parties, and to clarify the correctly named defendant is Hyatt Corporation dba Hyatt Regency Sacramento.

24 2.3 Through formal and informal discovery, Defendant and Defendant's Counsel provided
25 Class Counsel with copies of all applicable versions of its policies and procedures, employee handbooks,
26 information on Class Members including, but not limited to, Class Members' workweeks, pay periods,
27 dates of employment, and total number of Class Members. Defendant also provided payroll reports for
28 all Class Members and a random sample of timecard data for Class Members.

1 2.4 On March 20, 2023, the Parties participated in a lengthy mediation with private mediator
2 Gig Kyriacou, Esq. At the conclusion of the mediation, the Parties were able to come to a resolution. At
3 all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.

4 2.5 Discussions between Plaintiff and Class Counsel, discussions between counsel for the
5 Parties, document productions, extensive legal analysis, the provision of information by Defendant to
6 Plaintiff, and the detailed analysis of the records, including expert analysis, have permitted each side to
7 assess the relative merits of the claims and the defenses to those claims.

8 2.6 The agreed upon Gross Settlement Amount was reached after evaluating the Parties'
9 theories of potential exposure for the underlying claims. The Parties, with the assistance of the mediator,
10 also assessed potential liability based on Defendant's factual and legal contentions and defenses.

11 2.7 The Parties agree that the above-described investigation and evaluation, as well as
12 discovery and the information exchanged to date, are more than sufficient to assess the merits of the
13 respective Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Class
14 Counsel, Defendant, and Defendant's Counsel have concluded that it is desirable that the Action be settled
15 in a manner and upon such terms and conditions set forth herein in order to avoid further expense,
16 inconvenience, and distraction of further legal proceedings, and the risk of an adverse outcome each of
17 the Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action.
18 Plaintiff, Class Counsel, Defendant, and Defendant's Counsel are of the opinion that the Agreement for
19 the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts
20 and circumstances.

21 **3. THE CONDITIONAL NATURE OF THIS AGREEMENT**

22 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose
23 of settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed
24 claims. Because the Action was pled as a class and PAGA action, this Agreement must receive
25 preliminary and final approval by the Court for the class portion, and final approval on the PAGA portion.
26 Accordingly, the Parties enter into this Agreement and associated settlement on a conditional basis. If the
27 Effective Date does not occur, or if the Court's approval of the settlement is reversed or materially
28 modified on appellate review, this Agreement shall be deemed null and void; it shall be of no force or

1 effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation,
2 terms, and entry of the Agreement shall remain subject to the provisions of Federal Rule of Evidence 408,
3 and any other analogous rules of evidence that may be applicable.

4 3.2 Defendant has denied, and continues to deny, all claims as to liability, damages, liquidated
5 damages, penalties, interest, fees, restitution, injunctive relief and all other forms of relief asserted in the
6 Action. Defendant has agreed to resolve the Action via this Agreement, but to the extent this Agreement
7 is deemed void or the Effective Date does not occur, Defendant does not waive, but rather expressly
8 reserves, all rights to challenge all such claims and allegations in the Action upon all procedural and
9 factual grounds, including, without limitation, the ability to challenge class, collective, or representative
10 treatment on any grounds, as well as to assert any and all other potential defenses or privileges.

11 **4. SCOPE OF THE CLASS**

12 4.1 The scope of the class of individuals encompassed under the Agreement and subject to all
13 obligations and duties required under the Agreement, shall include all Class Members as defined in Section
14 1.5 and all Aggrieved Employees as defined in Section 1.2. However, it shall not include any Class
15 Members who submit valid and timely requests to opt-out of the Agreement and settlement, as set forth
16 in Section 7.5.1.

17 4.2 Only Participating Class Members and Aggrieved Employees are entitled to recover under
18 this Agreement.

19 4.3 Any person who believes that he or she is a Class Member or Aggrieved Employee and
20 wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her name
21 did not appear on the class list provided to the Settlement Administrator prior to mailing, may submit a
22 data request to the Settlement Administrator. The data request must contain all of the following
23 information: (a) the full name and, if applicable, Social Security Number of the individual making the
24 request; (b) the name used by such employee as of the time his or her employment with Defendant ended;
25 (c) the individual's dates of employment with Defendant; and (d) a return address to which a response
26 may be sent. Every data request must be postmarked on or before the conclusion of the Notice Period or
27 otherwise submitted to the Settlement Administrator such that it is received before the conclusion of the
28 Notice Period. Upon receipt of any data requests, the Settlement Administrator shall promptly (in no

1 event more than two business days) transmit the data requests to Defendant's Counsel and request that
2 Defendant review its records. Defendant shall decide, based on its records and the data request, whether
3 the person submitting same should be added as a Class Member and/or Aggrieved Employee. If Defendant
4 agrees that the person listed in a data request is a Class Member and/or Aggrieved Employee, the
5 Settlement Administrator shall promptly mail a Notice of Settlement to the person who submitted the data
6 request, at the address designated for that purpose in the data request. All provisions of this Agreement
7 relating to the Notice of Settlement shall apply to the Notice of Settlement sent in response to data requests,
8 and any person who submits a data request and is sent a Notice of Settlement in response shall be treated
9 by the Settlement Administrator as a Class Member and/or Aggrieved Employee for all other purposes.
10 If Defendant disagrees that the person listed in a data request is a Class Member and/or Aggrieved
11 Employee, such person will not be added as a Class Member or Aggrieved Employee.

12 **5. TERMS OF THE SETTLEMENT**

13 The Parties agree as follows:

14 5.1 Gross Settlement Amount: In consideration and exchange for the releases described in
15 Section 6, Defendant shall pay no more than the Gross Settlement Amount (\$295,000.00). Funding of the
16 Gross Settlement Amount shall occur within 30 calendar days after the Effective Date to be held in trust in
17 a QSF by the Settlement Administrator. The Gross Settlement Amount includes payments to Participating
18 Class Members, Aggrieved Employees, the employees' share of payroll taxes, all Class Counsel fees, costs
19 and litigation expenses related to the Action, and all fees and costs incurred in administering the Agreement
20 (including Settlement Administrator Costs), and obtaining final approval of the Agreement, the
21 Enhancement Payment to the Class Representative, and the PAGA Payment. Any monies necessary to
22 satisfy Defendant's tax obligations (*e.g.*, employer FICA, FUTA and SDI contributions on wage payments)
23 on any monies distributed to Participating Class Members will be paid in addition to the Gross Settlement
24 Amount.

25 5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of
26 35% of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendant
27 has agreed to not oppose Class Counsel's application for attorneys' fees so long as it does not exceed the
28 35% threshold. Class Counsel will also be entitled to reimbursement for advanced litigation expenses not

1 to exceed \$31,500.00, which shall be paid from the Gross Settlement Amount. Defendant has agreed to
2 not oppose Class Counsel's request for reimbursement for advanced litigation expenses so long as they
3 do not exceed the \$31,500.00 threshold. The Settlement Administrator will issue Class Counsel an IRS
4 Form 1099 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards
5 less than the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to
6 Class Counsel shall be added to the Net Settlement Amount to be distributed to Participating Class
7 Members on a pro rata basis. Attorneys' Fees and Costs are not a material term of this Agreement. If the
8 Court reduces or does not approve the attorney's fees and costs award requested by Class Counsel, Class
9 Counsel, the Class Representative, and Class Members shall have no grounds to rescind, void, revoke,
10 abrogate, or alter the settlement.

11 5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from
12 the Gross Settlement Amount and shall not exceed \$20,000.00. In the event that the actual costs of
13 administration are less than the allocated \$20,000.00, the difference shall be added to the Net Settlement
14 Amount to be distributed to Participating Class Members on a pro rata basis.

15 5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiff, shall apply to the Court for
16 an Enhancement Payment to the Class Representative in an amount not to exceed Ten Thousand Dollars
17 and No Cents (\$10,000.00) to compensate for the risks, time, and expense of her involvement in the Action
18 and securing the benefits of this Agreement for Class Members. The Enhancement Payment is in addition
19 to the Individual Settlement Amount Plaintiff would otherwise be due under the Agreement as a
20 Participating Class Member. Defendant has agreed to not oppose Class Counsel's request for an
21 Enhancement Payment to Plaintiff so long as it does not exceed the amount stated herein. The
22 Enhancement Payment will be designated as a non-wage payment and reported on an IRS Form 1099-
23 MISC. The Enhancement Payment is not a material term of this Agreement. In the event that the Court
24 awards less than the Enhancement Payment amount requested, then any portion of the requested amount
25 not awarded to the Class Representative shall be added to the Net Settlement Amount to be distributed to
26 Participating Class Members on a pro rata basis. Reduction of this Enhancement Payment by the Court
27 shall not be grounds for Plaintiff to terminate or withdraw from the settlement.

1 5.5 PAGA Payment: Ten Thousand Dollars and No Cents (\$10,000.00) of the Gross
2 Settlement Amount shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%)
3 of the PAGA Payment (\$7,500) will be paid to the LWDA and Twenty-Five percent (25%) of the PAGA
4 Payment (\$2,500) will be paid to Aggrieved Employees on a pro rata basis as described below in Section
5 5.7. Any amount not approved by the Court for the allocated PAGA Payment shall be added to the Net
6 Settlement Amount to be distributed to Participating Class Members on a pro rata basis. The Court's
7 reduction or increase of the PAGA Payment is not a material term of this Agreement and does not give
8 the Class Representative, the Class Members, or Class Counsel any basis to rescind, void, revoke,
9 abrogate, or alter this Agreement. However, the Court's approval of a PAGA Payment is a material term
10 of this Agreement. If the Court does not approve the PAGA Payment set forth in this Agreement, then
11 the PAGA Payment shall be made in the amount required by the Court. If the Court requires a PAGA
12 Payment higher than set forth in this Agreement, then the additional funds for an increased PAGA
13 Payment shall be deducted from the Gross Settlement Amount, which will in turn reduce the Net
14 Settlement Amount.

15 5.6 Treatment of Residue and Cy Pres: Any portion of the Net Settlement Amount or PAGA
16 Payment allocated to Participating Class Members and/or Aggrieved Employees that is not claimed by
17 cashing their respective settlement checks before the deadline to do so shall be donated equally, *i.e.*, 50/50,
18 to Capital Pro Bono, Inc., and the Center for Workers' Rights under the doctrine of *cy pres*. No portion
19 of the Gross Settlement Amount will revert to Defendant for any reason.

20 5.7 No Additional Benefits Contributions: All Individual Settlement Amounts paid to
21 Participating Class Members and Aggrieved Employees shall be deemed to be income solely in the year
22 in which such amounts are actually received. It is expressly understood and agreed that the receipt of such
23 Individual Settlement Amounts will not entitle any Participating Class Member or Aggrieved Employee
24 to any new or additional compensation or benefits under any company bonus or other compensation or
25 benefit plan or agreement in place during the period covered by the Agreement (including but not limited
26 to, any profit-sharing plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, or any other
27 compensation or benefit plan), nor will it entitle any Participating Class Member or Aggrieved Employee
28 to any increased retirement, 401(k) and/or 403(b) benefits or matching benefits, or deferred compensation

1 benefits. It is the intent of this Agreement that the Individual Settlement Amounts provided for in this
2 Agreement are the sole payments to be made by Defendant to the Participating Class Members and
3 Aggrieved Employees in connection with this Agreement (notwithstanding any contrary language or
4 agreement in any benefit or compensation plan document that might have been in effect during the period
5 covered by this Agreement).

6 5.8 Pro Rata Distribution Formula: Payment to Participating Class Members and Aggrieved
7 Employees of their Individual Settlement Amount will not require the submission of a claim form. A Net
8 Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts
9 for approved attorneys' fees and costs, any Enhancement Payment to the Class Representative, the
10 Settlement Administrator Costs, and the PAGA Payment. For payment allocation purposes only, Class
11 Members will be divided into two subclasses: (1) Class Members who worked between October 4, 2014,
12 and June 2, 2019; and (2) Class Members who worked between June 3, 2019, and the earlier of June 1,
13 2023 or the Preliminary Approval Date. Subclass 1 shall be allocated 70% of the Net Settlement Amount
14 and Subclass 2 shall be allocated 30% of the Net Settlement Amount. Each Class Member's proportionate
15 share will be determined by dividing their total Qualifying Workweeks worked within their respective
16 subclass by the total Qualifying Workweeks worked by all Class Members within the subclass. That
17 fraction will then be multiplied by the portion of the Net Settlement Amount allocated to that subclass to
18 arrive at the Class Member's individual share of the Net Settlement Amount. A Class Member may be
19 part of both subclasses if they worked during the time periods covering Subclass 1 and Subclass 2 and
20 their Individual Settlement Amount will include the sum total of the amounts owed to them under each
21 subclass. Any funds allocated to Class Members under this formula who timely opt out of the Settlement
22 will be redistributed to Participating Class Members on a pro rata basis under the same subclass allocations
23 and formula identified above. Each Aggrieved Employee's share of the 25% portion of the PAGA
24 Payment will be determined by dividing their total Qualifying Workweeks within the PAGA Claim Period
25 by the total Qualifying Workweeks worked by all Aggrieved Employees within the PAGA Claim Period.
26 That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved
27 Employee's individual share.

1 5.9 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid
2 to Participating Class Members and/or Aggrieved Employees reflect a settlement of a dispute over claimed
3 penalties and wages. The Settlement Administrator shall calculate the employer's share of payroll taxes
4 on the amounts paid to Participating Class Members as wages as well as calculating all required
5 withholdings and deductions from said wage payments. The characterization of Individual Settlement
6 Amounts to Participating Class Members and Aggrieved Employees are as follows:

7 5.9.1 One third (1/3) of each Participating Class Members' Individual Settlement
8 Amount shall be allocated for payment of disputed wages and shall be subject to required employer taxes.
9 The Settlement Administrator shall issue to Participating Class Members an IRS Form W-2 for reporting
10 of this portion of their Individual Settlement Amount. In accordance with applicable tax laws, required
11 tax withholdings and payroll deductions will be taken from each Individual Settlement Amount for this
12 portion that is allocated to Form W-2 income and remitted to the appropriate taxing authorities.

13 5.9.2 Two thirds (2/3) of each Participating Class Members' Individual Settlement
14 Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be deducted
15 for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages. The
16 Settlement Administrator shall issue to Participating Class Members an IRS Form 1099-MISC for
17 reporting of this portion of their Individual Settlement Amount.

18 5.9.3 The entirety (100%) of each Aggrieved Employee's share of the 25% portion of the
19 PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted
20 for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages. The
21 Settlement Administrator shall issue to Aggrieved Employees an IRS Form 1099-MISC for reporting of
22 this portion of their Individual Settlement Amount.

23 5.9.4 The Court's approval of the tax allocations set forth in Section 5.9.1 to 5.9.3 is not
24 a material term of this Agreement. If the Court does not approve or approves a different tax allocation,
25 the other terms of this Agreement shall apply. The Court's refusal to approve the allocation requested by
26 the Parties does not give the Parties any basis to rescind, void, revoke, abrogate, or alter this Agreement.

27 5.10 Participating Class Members and Aggrieved Employees shall be solely responsible for the
28 reporting and payment of their share of any federal, state and/or municipal income or other taxes on

1 payments made pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendant's
2 Counsel free and harmless from any claims or liability resulting from treatment of such payments as non-
3 taxable, including the treatment of such payments as not subject to withholding or deduction for payroll
4 and employment taxes. No party has made any representation to any of the other Parties as to the taxability
5 of any payments pursuant to this Agreement, including the payments to Participating Class Members, the
6 payments to Aggrieved Employees, the payments to Class Counsel, the payments to the Class
7 Representative, the payroll tax liability of Defendant, or the allocation of the Net Settlement Amount or
8 PAGA Payment to wage and non-wage income as provided in this Section, or otherwise as to tax
9 implications of any provision of this Agreement.

10 5.11 No Additional Contribution by Defendant: Defendant's monetary obligation under this
11 Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on
12 amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in
13 connection with the performance of this Agreement shall be paid from the Gross Settlement Amount,
14 unless expressly provided otherwise herein. However, in the event this agreement is deemed null and
15 void as described in Section 3 because the Court, in its independent determination, finds that the
16 Agreement does not meet the standards for settlement approval, then Defendant and Plaintiff shall be
17 equally responsible for the costs of the Settlement Administrator incurred between the date the Agreement
18 was executed and the date of such event.

19 5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement
20 only, certification of the class as defined in Section 1.5 and 4.1 is appropriate and the requisites for
21 establishing class certification have been met and are met.

22 5.13 Adequacy of Class Counsel and Class Representative: The Parties agree that, for purposes
23 of settlement only, Class Counsel and Plaintiff are adequate representatives for Class Members and
24 Aggrieved Employees.

25 **6. RELEASE**

26 6.1 Release of Claims by Participating Class Members: Upon the Effective Date, all
27 Participating Class Members will be deemed to fully, finally, and forever release the Released Class
28 Claims as to all Released Parties. In addition, on the Effective Date, all Participating Class Members and

1 their successors in interest will be permanently enjoined and forever barred from filing, initiating,
2 continuing, or prosecuting any of the Released Class Claims against any of the Released Parties in any
3 court or judicial, arbitral, or other forum, or with the California Division of Labor Standards Enforcement
4 (“DLSE”), LWDA, the U.S. Department of Labor (“DOL”), or with any other entity.

5 6.2 Release of Claims by Aggrieved Employees: Upon the Effective Date, all Aggrieved
6 Employees will be deemed to fully, finally, and forever release the Released PAGA Claims as to all
7 Released Parties. In addition, on the Effective Date, all Aggrieved Employees and their successors in
8 interest will be permanently enjoined and forever barred from filing, initiating, continuing, or prosecuting
9 any of the Released PAGA Claims against any of the Released Parties in any court or judicial, arbitral, or
10 other forum, or with the LWDA (or with any other entity).

11 6.3 Acknowledgment of Binding Terms of the Settlement, Despite Other Potential Claims:
12 Class Counsel, the Class Representative, the Class Members, and the Aggrieved Employees acknowledge
13 that they may hereafter discover facts or law different from, or in addition to, the facts or law they know
14 or believe to exist with respect to the Released Class Claims and Released PAGA Claims, respectively.
15 The Class Members and Aggrieved Employees nonetheless agree that this Agreement that released claims
16 contained in it shall be and remain effective in all respects notwithstanding such different or additional
17 facts or law regarding such Release Class Claims and Released PAGA Claims. These releases do not
18 include any claims that cannot be waived as a matter of law.

19 6.4 Each Class Member acknowledges that if he or she initiates a lawsuit against Defendant or
20 any of the Released Parties based on any claim released under this Agreement, and the court invalidates
21 the foregoing release, the Class Member shall return all payments received pursuant to this Agreement
22 within five (5) calendar days of any court order invalidating the foregoing release.

23 **7. SETTLEMENT ADMINISTRATION**

24 7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible
25 for: 1) receiving Class Member and Aggrieved Employee contact information and confirming addresses
26 are valid; 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with
27 the Individual Settlement Amounts, including employer taxes; 3) taking appropriate steps to trace and
28 locate any individual Class Members and Aggrieved Employee whose address or contact information as

1 provided to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement
2 to Class Members; 4) providing notification to the appropriate state and federal officials of this Agreement
3 as required under the law; 5) receiving, independently reviewing, and resolving any challenges (in
4 consultation with Class Counsel and Defendant's Counsel) from Class Members or Aggrieved Employees,
5 including any associated documentation, regarding their Qualified Workweek calculations and subclass
6 allocations; 6) receiving and serving on Class Counsel, Defendant's Counsel, and the Court, copies of any
7 written objections, and/or any opt out statements; 7) establishing a toll free telephone line and responding
8 to inquiries and requests for information or assistance from Class Members and/or Aggrieved Employees;
9 8) maintaining a QSF; 9) determining and paying the final amounts due to be paid under the Agreement
10 after resolution of all challenges, disputes, opt-outs, awarded attorneys' fees and costs, Settlement
11 Administrator Costs, PAGA Payment, taxes, any Enhancement Payment, and for funds that cannot be
12 distributed due to the inability to locate Class Members or Aggrieved Employees; 10) paying any residual
13 funds from uncashed checks; 11) reporting to Class Counsel and Defendant's Counsel the statistics of the
14 administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of
15 forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of
16 total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable
17 Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced addresses; (g)
18 the number of total objections received; (h) the number of opt-out requests received; (i) the number of
19 disputes received; (j) the number of disputes resolved and type of resolution; 12) providing a declaration
20 to the Court regarding the final statistics of the administration and compliance with all payment obligations
21 under the Agreement; 13) completing all necessary tax reporting on the QSF and payment of the Individual
22 Settlement Amounts to Participating Class Members and Aggrieved Employees; and 14) carrying out
23 other related tasks as necessary to effectuate the terms of this Agreement and any Order of the Court. All
24 disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred
25 to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this
26 Agreement, until all payments and obligations contemplated by the Agreement have been fully executed.

27 7.2 Notice to Class Members and Aggrieved Employees: The Notice of Settlement will
28 provide Class Members and Aggrieved Employees with a summary of the terms and conditions of the

1 Agreement, how to participate in the settlement, how to object to the Agreement, how to dispute the
2 individual's Qualifying Workweeks, and how to opt-out from the Agreement. The Notice of Settlement
3 will also inform Class Members and Aggrieved Employees of the Gross Settlement Amount, Net
4 Settlement Amount, proposed attorneys' fees and costs allocations, any proposed Enhancement Payments,
5 proposed Settlement Administrator Cost allocations, proposed PAGA Payment allocations, the scope of
6 the class, the nature and extent of the released claims, and dates set for a fairness hearing and hearing on
7 Class Counsels' motion for attorneys' fees and costs. The Notice of Settlement shall include information
8 regarding Class Member's and Aggrieved Employee's estimated Individual Settlement Amount, assigned
9 subclass, and Qualifying Workweeks worked in the subclass. The Notice of Settlement will provide
10 information on how to access electronic copies online of the Notice of Settlement, any motions for
11 approval of the Agreement, any motions for approval of attorneys' fees and costs, and any other documents
12 as the Court directs.

13 7.3 Class Member Data and Mailing: No later than fourteen (14) calendar days after the
14 Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the name, last
15 known mailing address, last known telephone number, Social Security Number, Qualifying Workweeks
16 (if any) in each subclass for each Class Member, Qualifying Workweeks (if any) for Aggrieved
17 Employees, and any other information the Settlement Administrator needs to effectuate notice to Class
18 Members and Aggrieved Employees as outlined herein. The Settlement Administrator shall review the
19 data to determine the number of Qualifying Workweeks for each Class Member and Aggrieved Employee.
20 No later than fourteen (14) calendar days after receipt of such address information, the Settlement
21 Administrator will perform a national change of address ("NCOA") search, update the addresses per the
22 results of the NCOA search, and mail the Notice of Settlement, substantially in the form attached as
23 Exhibit 1, to each Class Member and Aggrieved Employee by first-class mail, postage prepaid. The
24 Settlement Administrator shall maintain all information received from Defendant private and confidential
25 to itself, and Defendant's Counsel. However, Class Counsel shall be able to review the breakdown of
26 Qualified Workweeks, assigned subclass, and estimated Individual Settlement Amounts for Class
27 Members and Aggrieved Employees prior to mailing for quality assurance provided the personal
28 identifying information is redacted and/or omitted. The data being provided pursuant to this Section shall

1 remain private and confidential, and the Settlement Administrator shall take all necessary precautions to
2 maintain the privacy and confidentiality of same. This information is to be used only to carry out the
3 Settlement Administrator's duties as specified in the Settlement Agreement. The Settlement
4 Administrator shall return the data to Defendant or confirm its destruction within seven (7) days of
5 completion of the Settlement Administrator's duties in administering the Settlement.

6 7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement
7 is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice
8 Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5)
9 calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly
10 attempt to determine a correct address using a skip-trace, computer, or other search using the name,
11 address and/or Social Security number of the individual involved, and shall then perform a single re-
12 mailing within five (5) calendar days to any more recent address found as a result of the search. Following
13 each search that does not result in a corrected address, for those Class Members who appear to be current
14 employees of Defendant at the time of the Preliminary Approval Date, the Settlement Administrator shall
15 contact Defendant's Counsel for assistance and Defendant shall cooperate in good faith with the
16 Settlement Administrator's reasonable efforts to obtain valid mailing addresses for Class Members to the
17 extent they are active employees of Defendant. In the event the Notice of Settlement is forwarded to a
18 new address and/or re-mailed to a Class Member, the deadline for the Class Member to submit any request
19 to opt-out, dispute, or file an objection shall be the end of the Notice Period or 10 days from the date of
20 the re-mailing/forwarding to a new address, whichever is later. In the event the procedures in this Section
21 are followed and the Class Member does not timely and properly request to opt-out, the Class Member
22 shall be bound by all terms of the Agreement, including the releases contained in Section 6.

23 7.5 Responses to Notice of Settlement:

24 7.5.1 *Opt-Outs:* The Notice of Settlement shall provide that Class Members who wish
25 to exclude themselves from the Agreement must submit a request to opt-out as provided in this Section.
26 The request to opt-out must (a) state the Class Member's full name and last four digits of social security
27 number; (b) a statement that he or she does not want to be a Class Member, does not want to participate
28 in the settlement, and/or wants to be excluded from the settlement; (c) identify the case name and number

1 (*i.e., Insixiengmay v. Hyatt Corporation dba Hyatt Regency Sacramento*, Case No. 2:18-cv-02993-TLN-
2 DB); (d) be signed; (e) be post-marked no later than the conclusion of the Notice Period or the re-mailing
3 timeline stated in Section 7.4. The Class Member must personally sign the request to opt-out. No request
4 to opt-out may be made on behalf of a group of Class Members. The date of the postmark on the return-
5 mailing envelope shall be the exclusive means used to determine whether a request to opt-out has been
6 timely submitted. Responses from Class Members sent by other means, including facsimile, email,
7 telephone, etc. will not be considered. Further, except as specifically provided herein, no Class Member
8 responses of any kind that are postmarked later than the conclusion of the Notice Period or the re-mailing
9 timeline stated in Section 7.4 shall be considered. Any Class Member who requests to opt-out of the
10 Agreement will not be entitled to any portion of the Net Settlement Amount nor will they have any right
11 to object, appeal, or comment thereon. The name of any Class Member who submits a valid and timely
12 opt out request will be specifically identified in any proposed order granting final approval. Class
13 Members who fail to submit a valid and timely request to opt-out shall be bound by all terms of the
14 Agreement and any order or final judgment thereon. Regardless of whether an Aggrieved Employee opts
15 out of being a Class Member, they will still receive their share of the PAGA Payment as Aggrieved
16 Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA
17 Claims.

18 7.5.2 *Defendant's Right to Withdraw:* Defendant has the right, at its sole discretion, to
19 withdraw from this Settlement or Agreement if the number of Class Members opting out exceeds five
20 percent (5%) of the total number of Class Members. This right to withdraw is a material term of this
21 Agreement, and Defendant has the right, at its sole option, to withdraw from the Settlement or Agreement
22 if this material term is not approved by the Court. To exercise its right of withdrawal, Defendant shall
23 give notice to Plaintiff's counsel within fourteen (14) calendar days after the Settlement Administrator
24 informs the Parties of the number of Class Members who opted out during the Notice Period. If Defendant
25 does not provide notice of its intent to withdraw during this period, the right to withdraw will be deemed
26 waived. If Defendant elects to withdraw from this Settlement or Agreement under this Section, it shall be
27 responsible for paying all Settlement Administrator Costs incurred up to the point of withdrawal.

1 7.5.3 *Objection Procedures:* Any Class Member who does not opt-out but who wishes
2 to object to this Agreement or otherwise to be heard concerning this Agreement shall submit their
3 objections to the Court and/or Settlement Administrator. The Notice of Settlement shall make clear that
4 the Court can only approve or deny the Agreement, not change the terms of the Agreement. Any objection
5 to the Agreement must be in writing. The objection must (a) state the Class Member's full name and last
6 four digits of their social security number; (b) comply with Federal Rule of Civil Procedure 23(e)(5); (c)
7 identify the case name and number (*i.e.*, *Insixiengmay v. Hyatt Corporation dba Hyatt Regency*
8 *Sacramento*, Case No. 2:18-cv-02993-TLN-DB) (d) be signed; (e) be post-marked no later than the
9 conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4; (f) specify the reason(s)
10 for the objection(s); and (g) provide all evidence and supporting papers for the objection(s) for the Court
11 and/or Settlement Administrator's consideration. Objections may be submitted to the Court by filing them
12 electronically or in person at any location of the United States District Court for the Eastern District of
13 California. Alternatively, objections may be submitted by mailing them to the Settlement Administrator.
14 Regardless of the method chosen, objections must be post-marked or filed by the conclusion of the Notice
15 Period or the re-mailing timeline stated in Section 7.4; otherwise, they are automatically null and void and
16 will not be considered.

17 7.5.4 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying
18 Workweeks or assigned subclass on the Notice of Settlement shall contact the Settlement Administrator
19 in writing. The dispute must (a) identify the nature of the dispute; (b) provide any information or
20 documentation supporting the dispute, including the last four digits of the Class Members social security
21 number; (c) be signed; and (d) be post-marked no later than the conclusion of the Notice Period or the re-
22 mailing timeline stated in Section 7.4. The Settlement Administrator shall promptly (in no event more
23 than two business days) forward all such disputes to Defendant's Counsel and request that Defendant
24 review the dispute. Defendant's records shall presumptively control unless the Class Member can produce
25 documentation evidencing other periods of employment worked. If Defendant agrees with the submitted
26 information, the Qualifying Workweeks for such Class Member will be adjusted accordingly, and that
27 final number of Qualified Workweeks shall govern the calculation of that Class Member's Individual
28 Settlement Amount. If Defendant disagrees with the submitted information, the Qualifying Workweeks

1 for such Class Member will not be adjusted and the Settlement Administrator shall notify the Class
2 Member of the decision.

3 7.5.5 *Deficient Opt-Outs, Objections, or Disputes:* In the event that a deficient opt-out,
4 objection, or dispute is received on or before the conclusion of the Notice Period, the Settlement
5 Administrator shall mail a letter to the Class Member within five (5) calendar days informing them of the
6 deficiency. If a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure
7 the deficiency shall be the end of the Notice Period or 10 calendar days from the date of the deficiency
8 letter, whichever is later.

9 7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1
10 to 7.5.5 shall constitute due and sufficient notice to Class Members of the Action and the Agreement and
11 shall satisfy Class Members' due process rights. Nothing else shall be required of the Parties, Class
12 Counsel, or Defendant's Counsel to provide notice of the proposed Agreement.

13 7.7 Settlement Administrator Declaration Regarding Notice Period: Within fourteen (14)
14 calendar days after the conclusion of the Notice Period, the Settlement Administrator shall provide Class
15 Counsel and Defendant's Counsel with a signed declaration under penalty of perjury providing a complete
16 and detailed report regarding the statistics and responses of settlement administration to date and all the
17 Settlement Administrators' obligations under Sections 5.8 to 5.8.3 and 7.1 to 7.5.6.

18 7.8 Settlement Administrator Payments to Participating Class Members, Class Counsel and
19 Plaintiff: Within seven (7) calendar days after the Effective Date and the Court's determination of the
20 amount of attorneys' fees and costs payable to Class Counsel, the Enhancement Payment payable to
21 Plaintiff, the PAGA Payment, and Settlement Administrator Costs, the Settlement Administrator shall
22 calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class
23 Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these
24 calculations to Class Counsel and Defendant's Counsel. Defendant shall wire the Gross Settlement
25 Amount and applicable Defendant's taxes necessary to fund the Settlement as described in Section 5.1 to
26 the Settlement Administrator within thirty (30) calendar days after the Effective Date to be to be held in
27 trust in a QSF. Within twenty-one (21) calendar days after Defendant funds the settlement, the Settlement
28 Administrator shall deliver payment of Class Counsels' attorney's fees and costs, the Enhancement

1 Payment payable to Plaintiff, the 75% portion of the PAGA Payment payable to the LWDA, Settlement
2 Administrator Costs, and payments to Participating Class Members and/or Aggrieved Employees as
3 required under this Agreement and approved by the Court.

4 7.8.1 The Settlement Administrator shall wire the Court-approved attorneys' fees and
5 costs to Class Counsel unless another method is requested by Class Counsel. Class Counsel shall provide
6 the Settlement Administrator with the pertinent taxpayer identification number and payment instructions
7 after the Final Approval Date.

8 7.8.2 The Settlement Administrator shall send a check by mail for the Court-approved
9 Enhancement Payment to the Class Representative, care of Class Counsel unless another method is
10 requested by Class Counsel.

11 7.8.3 Only Participating Class Members and Aggrieved Employees will receive their
12 Individual Settlement Amount.

13 7.8.4 The Settlement Administrator shall remit and report the applicable portions of the
14 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
15 Agreement. Defendant agrees to reasonably cooperate with the Settlement Administrator to the extent
16 necessary to determine the amount of the payroll tax payment required.

17 7.9 Settlement Check Expiration and Uncashed Checks: The Settlement Administrator shall
18 issue Individual Settlement Amounts to Participating Class Members and Aggrieved Employees in the
19 form of a check, which shall become null and void if not deposited within one hundred twenty (120)
20 calendar days of issuance. After one hundred twenty (120) calendar days of issuance, the checks shall be
21 voided and funds from all uncashed checks shall be transmitted in accordance with Section 5.6. The
22 Settlement Administrator shall deliver these funds within fourteen (14) calendar days after the check
23 cashing deadline.

24 7.10 Settlement Administrator Declaration Regarding Compliance and Settlement
25 Administration: Within twenty-one (21) calendar days after the last day for Participating Class Members
26 and Aggrieved Employees to cash their settlement checks, the Settlement Administrator shall provide
27 Class Counsel and Defendant's Counsel with a signed declaration under penalty of perjury providing a
28 complete and detailed report regarding the settlement administration documenting that all payments under

1 the Agreement have been made, that the Court's final approval order has been complied with, and that all
 2 the obligations of the Settlement Administrator have been completed.

3 **8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE**

4 8.1 The schedule may be modified depending on whether and when the Court grants necessary
 5 approvals, orders notice to Class Members and Aggrieved Employees, and sets further hearings. The
 6 schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as
 7 described above. In the event of such modification, the Parties shall cooperate to complete the settlement
 8 procedures as expeditiously as reasonably practicable. The preliminary schedule for notice, approval, and
 9 payment procedures carrying out the Agreement is as follows:

10 11 12	Last day for Defendant to provide Settlement Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date
13 14 15	Last day for Settlement Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendant
16 17 18	Last day for Class Counsel to file Motion for Attorney's Fees and Costs, Settlement Administrator Costs, and an Enhancement Payment to the Class Representative	At least 15 calendar days before the conclusion of the Notice Period
19 20	Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	45 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
21 22 23 24	Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics, including, but not limited to, the number of Class Members who opted out of the Settlement	Within 14 calendar days after end of the Notice Period
25 26 27 28	Last day for Defendant to provide notice of, and exercise, right of withdrawal based on the number of opt-outs pursuant to Section 7.5.2	Within 14 calendar days after the Settlement Administrator provided signed declaration reporting on settlement administration statistics, including, but not limited to, the number of Class Members who opted out of the Settlement.

1 2 3 4 5	Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendant's Counsel	Within 7 calendar days after the Effective Date
6 7	Last day for Defendant to fund settlement	Within 30 calendar days after the Effective Date
8 9 10 11	Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payment, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to Aggrieved Employees	Within 21 calendar days after Defendant has funded the settlement
12 13	Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	120 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
14 15 16	Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
17 18	Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

19
20 **9. DUTIES OF THE PARTIES**

21 9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed
22 motion to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this
23 Agreement at the earliest possible date concurrently with the Court's certification of the Action as a class
24 action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or filing of
25 any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may
26 be requested by the Court relating to, or that are otherwise necessary to the approval and implementation
27 of this Agreement and shall otherwise use their respective best efforts to obtain certification for settlement
28 purposes, approval of, and implementation of this Agreement. The Parties will submit this Agreement to

1 the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final
2 approval. Within one week of signing this Agreement, Class Counsel shall provide a draft of the
3 Preliminary Approval Motion to Defendant's Counsel. Defendant's Counsel will provide comments
4 and/or proposed revisions within two weeks after receipt of the draft Preliminary Approval Motion from
5 Class Counsel. With regard to the final approval documents, a similar two-week maximum review and
6 response time shall be observed by the Parties. The Parties will request that the Court's preliminary
7 approval of this Agreement be embodied in an Order Granting Preliminary Approval of Class Action and
8 PAGA Settlement.

9 9.1.1 Plaintiff's motion shall seek an order: 1) Preliminarily approving the Agreement;
10 2) Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the
11 Notice of Settlement by first class mail to Class Members and Aggrieved Employees; 4) Preliminarily
12 appointing Plaintiff and Class Counsel as representatives of Class Members; 5) Preliminarily approving
13 settlement administration services to be provided by the Settlement Administrator; and 6) Scheduling a
14 fairness hearing on the question of whether the proposed Agreement should be finally approved as fair,
15 reasonable and adequate as to the Class Members.

16 9.1.2 Defendant shall not oppose Plaintiff's motion for approval of the proposed
17 Agreement so long as it complies with this Agreement.

18 9.1.3 The Parties shall cooperate with each other and the Settlement Administrator during
19 the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and
20 appropriate to assure effective communication to individual Class Members of information about their
21 rights and obligations under this Agreement.

22 9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the
23 Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if
24 any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the
25 Agreement, a declaration by the Settlement Administrator of due diligence and proof of mailing of the
26 Notice of Settlement required to be mailed to Class Members by this Agreement, and of the delivery
27 results of the Settlement Administrator's mailings including tracing and re-mailing efforts. The Settlement
28 Administrator declaration shall identify, by name, any Class Member who submitted a timely and valid

1 request to opt out during the Notice Period. Class Counsel shall file a motion for attorney’s fees and costs,
2 Settlement Administrator Costs, and an Enhancement Payment to the Class Representative at least fifteen
3 (15) calendar days before the conclusion of the Notice Period that will be heard concurrently with the
4 motion for final approval.

5 9.2.1 Class Counsel and Defendant shall work in good faith to draft a mutually agreeable
6 Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment. The
7 Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment shall
8 include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to be fair,
9 reasonable and adequate, and directing that its terms and provisions be carried out; 2) Approving the
10 payment of the Enhancement Payment to the Class Representative as described herein; 3) Approving Class
11 Counsel’s application for an award of attorneys’ fees and reimbursement of out-of-pocket litigation
12 expenses as described herein; 4) Approving the Settlement Administrator Costs as described herein; and
13 5) Providing that the Court will retain jurisdiction to oversee administration and enforcement of the terms
14 of the Agreement and the Court’s orders.

15 9.2.2 Following entry of the Court’s order granting final approval of the Agreement, the
16 Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the
17 following: 1) Should an appeal be taken from the final approval of the Agreement or motion to set aside
18 the judgement be filed, all parties will support the final approval order on appeal or otherwise; 2) Class
19 Counsel will assist the Settlement Administrator as needed or requested in the process of identifying and
20 locating Participating Class Members and Aggrieved Employees entitled to payments under the
21 Agreement and assuring delivery of such payments; 3) Class Counsel, in conjunction with the Settlement
22 Administrator, will certify to the Court completion of all payments required to be made by this Agreement
23 within twenty one (21) calendar days after completion of such payments.

24 9.3 Final Judgment: If the Court approves this Agreement at the final approval and fairness
25 hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action
26 and PAGA Settlement and Final Judgment.

27 9.4 Notice to LWDA: Plaintiff will provide notice to the Labor and Workforce Development
28 Agency (“LWDA”) of this settlement in accordance with Labor Code § 2699(1)(2).

1 9.5 Notice of Settlement to Appropriate Government Officials: Within ten (10) calendar days
2 after Plaintiff files a motion for preliminary approval of this Agreement, Defendant’s Counsel shall
3 provide appropriate notice of the Settlement to appropriate state and federal officials in conformance with
4 28 U.S.C. § 1715. Defendant’s counsel shall provide a declaration attesting to compliance with 28 U.S.C.
5 § 1715 and file it in advance of the preliminary approval hearing.

6 9.6 Media Contact: Plaintiff and her counsel agree that they will not directly or indirectly issue
7 any press release, hold any press conference, make any posting on any website, instant messaging site,
8 blog, or social networking site, initiate or respond to any contact with any members of the news media,
9 including, but not limited to, any radio or television stations, newspapers, or magazines regarding the
10 litigation, the settlement agreements between the parties, this Agreement, the terms of this Agreement, or
11 the negotiations of this Agreement. If Plaintiff or her counsel is asked about the details of the settlement,
12 they may state only that: “The matter has been resolved.” However, nothing in this section shall prohibit
13 Plaintiff or Plaintiff’s Counsel from providing notice to Class Members or answering Class Members’
14 questions if directed by the Court in connection with any approval proceedings.

15 **10. MISCELLANEOUS TERMS**

16 10.1 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES
17 AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
18 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
19 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
20 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
21 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
22 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
23 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
24 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
25 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
26 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
27 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
28 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY

1 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
2 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
3 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
4 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
5 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
6 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
7 BY THIS AGREEMENT.

8 10.2 No Prior Assignments or Undisclosed Liens: The Parties represent, covenant, and warrant
9 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
10 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action,
11 or right released and discharged in this Agreement. Class Representative and Class Counsel further
12 represent, covenant, and warrant that there are no liens or claims against any of the amounts to be paid by
13 Defendant pursuant to this Agreement.

14 10.3 Waiver of Appeal and Ability to Opt Out: By signing this Settlement and upon final
15 approval of the settlement being granted, the Class Representative and Class Counsel hereby waive any
16 and all rights they may have to appeal any judgment, ruling, or order made by the Court in this Action in
17 connection with this Settlement, including any order granting final approval of this Settlement. The
18 waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or
19 post-judgment proceedings. Furthermore, by signing this Agreement, the Class Representative waives
20 any right or ability to opt out of this Agreement during the Notice Period or otherwise.

21 10.4 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set
22 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this
23 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

24 10.5 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment
25 will be entered according to this Agreement. The Parties stipulate and agree that the United States District
26 Court for the Eastern District of California shall have continuing jurisdiction to enforce the terms of the
27 Agreement and that the prevailing party of any action necessary to enforce the terms of the Agreement
28 after default by the other party may recover reasonable attorney's fees and costs related thereto.

1 10.6 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish
2 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to,
3 execution of such other documents and the taking of such other action as may reasonably be necessary to
4 fulfill the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including
5 all efforts contemplated by this Agreement and any other efforts that may become necessary by Court
6 order to effectuate this Agreement and the terms set forth herein.

7 10.7 Interim Stay of Proceedings. The Parties agree to refrain from further litigation, except
8 such proceedings necessary to implement and to obtain preliminary and final approval of the Agreement
9 and Settlement.

10 10.8 No Admission of Liability: Neither the acceptance nor the performance by Defendant of
11 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to
12 be, construed as, or deemed to be, an admission by Defendant of the truth of any of the allegations in the
13 Complaint, the representative character of the Action, the validity of any of the claims that were or could
14 have been asserted by Plaintiff and/or Class Members in the Action, or of any liability or guilt of
15 Defendant in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by
16 Defendant of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members, or
17 any other person, and Defendant specifically disclaims any liability, culpability, negligence, or
18 wrongdoing toward Plaintiff, the Class Members, or any other person. Each of the Parties has entered
19 into this Stipulation with the intention to avoid further disputes and litigation.

20 10.9 Agreement Not Admissible: The Parties understand and agree that this Agreement and all
21 exhibits thereto are settlement documents and shall be inadmissible for any purpose in any proceeding,
22 except an action or proceeding to approve, interpret, or enforce the terms of this Agreement. The Parties
23 agree that, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense
24 to, and may be used as the basis for an injunction against any action, suit, or other proceeding that may be
25 instituted, prosecuted, or attempted in breach of this Agreement.

26 10.10 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
27 communications given hereunder shall be in writing and shall be deemed to have been duly given as of
28

1 the third business day after **both** emailing and mailing by United States certified mail, return receipt
2 requested, addressed as follows:

3 To Plaintiff and the Class:

4 Galen T. Shimoda
5 Justin P. Rodriguez
6 Brittany V. Berzin
7 Shimoda & Rodriguez Law, PC
8 9401 East Stockton Blvd., Suite 120
9 Elk Grove, CA 95624
10 attorney@shimodalaw.com
11 jrodriguez@shimodalaw.com
12 bberzin@shimodalaw.com

9 To Defendant:

10 Joseph W. Ozmer II
11 jozmer@kcozlaw.com
12 J. Scott Carr
13 scarr@kcozlaw.com
14 Kabat Chapman & Ozmer LLP
15 333 S. Grand Ave., Ste. 2225
16 Los Angeles, CA 90071

14 10.11 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of
15 this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that
16 this Agreement shall not be construed in favor of or against any party by reason of the extent to which any
17 party or its counsel participated in the drafting of this Agreement.

18 10.12 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys
19 acting for, or purporting to act for, the Class, Class Members, or Plaintiff, may recover or seek to recover
20 any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except
21 as expressly provided in this Agreement.

22 10.13 No Modifications: This Agreement may be amended or modified only by a written
23 instrument signed by all Parties or their successors-in-interest. This Agreement may not be discharged
24 except by performance in accordance with its terms.

25 10.14 Authorization to Enter Into Settlement Agreement: The signatories hereto represent that
26 they are fully authorized to enter into this Agreement and are fully authorized to bind the Parties to all
27 terms stated herein.

1 10.15 Class Member Signatories: Because the Action has not yet been certified, and the Class
2 Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member
3 sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement
4 may be executed on behalf of all Class Members by the Class Representative.

5 10.16 Counterparts: This Agreement shall become effective upon its execution by all of the
6 undersigned. Plaintiff, Class Counsel, Defendant and Defendant’s Counsel may execute this Agreement
7 in counterparts, and execution of counterparts shall have the same force and effect as if each had signed
8 the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force
9 and effect of originals.

10 10.17 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been
11 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and
12 the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance
13 with, and governed by, the substantive laws of the State of California without giving effect to that State’s
14 choice of law principles.

15 10.18 Headings and Captions: Section titles or captions contained in the Agreement are inserted
16 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
17 this Agreement, or any provision thereof.

18 10.19 No Retaliation or Discouragement: The Parties agree they will take no action that could
19 be construed as retaliation against any Class Members for participating or seeking to participate in this
20 class action settlement. The Parties will not discourage any class member from participating or seeking
21 to participate in this class action settlement. This is a material term of the Agreement and non-breaching
22 Parties may seek court intervention if this provision is breached.

23 10.20 Integrated Agreement: This Agreement sets forth the entire agreement between the Parties
24 and supersedes any and all prior or contemporaneous negotiations, understandings, or agreements, oral or
25 written, pertaining to the subject matter hereof. Each party acknowledges that there is no representation,
26 inducement, promise or agreement which has been made, orally or otherwise, by the other party,
27 concerning the terms or conditions of this Agreement, which is not expressly embodied in this Agreement.

28

1 By entering into this Agreement, the Parties represent that the terms of this Agreement are fully understood
2 and voluntarily accepted by the Parties.

3 10.21 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to
4 the benefit of, the successors or assigns of the Parties to this Agreement, as previously defined. With
5 respect to the Class Representatives and Class Members, the Agreement will also be binding on their
6 spouses, children, heirs, beneficiaries, and conservators.

7 10.22 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
8 Court will first attempt to construe the provision valid to the fullest extent possible consistent with
9 applicable precedents so as to define all provisions of this Agreement valid and enforceable.

10 10.23 No Solicitation of Objections: Neither the Parties nor their respective counsel will solicit
11 or otherwise encourage or assist any Class Member, directly or indirectly, to request exclusion from the
12 Settlement, object to the Settlement, or appeal from the final judgment.

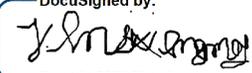
13 10.24 Discovery of Confidential Information: Class Counsel agree that they will destroy all
14 confidential documents and information provided to them by Defendant within 60 calendar days after the
15 completion of the administration of this Settlement. Class Counsel further agrees that none of the
16 documents and information provided to them by Defendant shall be used for any purpose other than
17 prosecution of this Action or the defense or prosecution of a malpractice action.

18 10.25 Waiver of Compliance: No waiver of any condition or covenant contained in this
19 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
20 or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

21 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
22 attorneys, as of the day and year herein set forth.

23 **For Plaintiff:**

24 Date: 9/27/2023

DocuSigned by:

DA119155F8F9440...

25 **For Defendant:**

26 Date: _____

27 By: _____
28 For Hyatt Corporation dba Hyatt Regency
Sacramento

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2 and voluntarily accepted by the Parties.

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4 the benefit of, the successors or assigns of the Parties to this Agreement, as previously defined. With
5 respect to the Class Representatives and Class Members, the Agreement will also be binding on their
6 spouses, children, heirs, beneficiaries, and conservators.

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8 Court will first attempt to construe the provision valid to the fullest extent possible consistent with
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11 or otherwise encourage or assist any Class Member, directly or indirectly, to request exclusion from the
12 Settlement, object to the Settlement, or appeal from the final judgment.

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14 confidential documents and information provided to them by Defendant within 60 calendar days after the
15 completion of the administration of this Settlement. Class Counsel further agrees that none of the
16 documents and information provided to them by Defendant shall be used for any purpose other than
17 prosecution of this Action or the defense or prosecution of a malpractice action.

18 10.25 Waiver of Compliance: No waiver of any condition or covenant contained in this
19 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
20 or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

21 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
22 attorneys, as of the day and year herein set forth.

23 **For Plaintiff:**

24 Date: _____

Janice Insixiengmay

25 **For Defendant:**

26 Date: 09/29/2023
27 _____

Patrick Miller

patrick.m.miller@hyatt.com

By: Patrick Miller

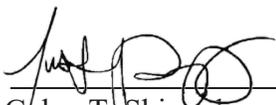
For Hyatt Corporation dba Hyatt Regency
Sacramento

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APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: 9/28/23

By: 
Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Attorneys for Plaintiff and Class Members

APPROVED AS TO FORM

KABAT CHAPMAN & OZMER LLP

Dated: _____

By: _____
Joseph W. Ozmer II
J. Scott Carr
Attorneys for Defendant

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APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: _____

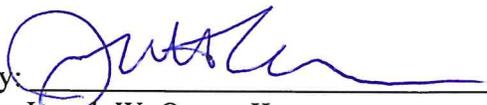
By: _____

Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Attorneys for Plaintiff and Class Members

APPROVED AS TO FORM

KABAT CHAPMAN & OZMER LLP

Dated: October 3, 2023

By:  _____

Joseph W. Ozmer II
J. Scott Carr
Attorneys for Defendant

Exhibit 1

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA**

JANICE INSIXIENGMAY, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

HYATT CORPORATION DBA HYATT REGENCY SACRAMENTO, a Delaware Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. 2:18-cv-02993-TLN-DB

**NOTICE OF PROPOSED CLASS ACTION
AND PAGA SETTLEMENT, AND HEARING
DATE FOR FINAL COURT APPROVAL OF
SETTLEMENT**

ATTENTION: Defendant Hyatt Corporation dba Hyatt Regency Sacramento's ("Defendant") records indicate you are a Class Member (*i.e.*, a non-exempt employee who is currently or was formerly employed by Defendant at the Hyatt Regency in Sacramento, California) during the Class Period (*i.e.*, at any time between October 4, 2014, and [REDACTED]).

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW. THIS NOTICE IS ONLY A SUMMARY. A MORE DETAILED JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE ("SETTLEMENT AGREEMENT") IS ON FILE WITH THE COURT, WHERE IT IS AVAILABLE FOR YOUR REVIEW.

You are receiving this notice pursuant to an order from the United States District Court for the Eastern District of California ("Court") granting Plaintiff's motion for preliminary approval of a Joint Stipulation Regarding Class Action and PAGA Settlement and Release ("Agreement" or "Settlement") as fair, reasonable, and adequate. The Settlement was entered into between Plaintiff Janice Insixiengmay ("Plaintiff" or "Class Representative"), and Defendant on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendant's records indicate you fall within the definition of "Class Member." Defendant's records indicate that you worked [REDACTED] weeks in Subclass 1 (*i.e.*, between October 4, 2014 and June 2, 2019) and [REDACTED] weeks in Subclass 2 (*i.e.*, between June 3, 2019 and [REDACTED]), which means your total share of the class settlement is estimated to be [REDACTED]. Your actual share of the class settlement will vary depending on the total number of Class Members that choose to participate and the resolution of any workweek or subclass disputes as described in this notice. [Defendant's records also indicate that you worked [REDACTED] weeks during the PAGA Claim Period (*i.e.*, October 4, 2017 to [REDACTED]), which means your share of the PAGA Payment is estimated to be [REDACTED].]

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court's order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On October 4, 2018, Plaintiff filed a Complaint against Defendant in the Superior Court of California for the County of Sacramento on behalf of herself and Class Members. Defendant removed the action to federal court on or about November 15, 2018, to the United States District Court for the Eastern District of California, Case No. 2:18-cv-02993-TLN-DB.

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of herself, Class Members, and Aggrieved Employees. Plaintiff has alleged that Defendant did not properly pay overtime wages, meal period premiums, rest period premiums, and paid sick time. In addition, Plaintiff alleged Defendant did not provide accurate wage statements, did not timely pay all final wages due upon termination or separation, and engaged in unfair competition. Defendant contends that it has complied with all laws and denies all of Plaintiff's allegations and claims in their entirety. The Action has been actively litigated. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the

negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process in which Defendant denies all of Plaintiff's claims. Despite agreeing to and supporting the Agreement, Defendant continues to deny all allegations and claims. Defendant has entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, who are defined as non-exempt employees who are currently or were formerly employed by Defendant at the Hyatt Regency Sacramento in Sacramento, California during the Class Period. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself ("opt out") from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement.

The Agreement also applies to Aggrieved Employees, who are defined as all non-exempt employees who are currently or were formerly employed by Defendant at the Hyatt Regency Sacramento in Sacramento, California, at any time between October 4, 2017, and [REDACTED]. If you are an Aggrieved Employee, you cannot exclude yourself ("opt out") from the Settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendant has agreed to pay a total sum of Two Hundred Ninety-Five Thousand Dollars (\$295,000) ("Gross Settlement Amount"). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys' fees not to exceed 35% of the Gross Settlement Amount (\$103,250), attorneys' costs not to exceed \$31,500, Settlement Administrator Costs estimated not to exceed \$20,000, Class Representative's Enhancement Payment of \$10,000, and \$10,000 for alleged PAGA penalties (the "PAGA Payment"), which will result in a "Net Settlement Amount" for distribution to all Class Members. As explained further below, the amount of each Class Member's share of the Net Settlement Amount will depend on the number of Qualifying Workweeks worked by participating Class Members during the Class Period. Of the \$10,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees as required by California law.

The number of Qualifying Workweeks allocated to you during the Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment ("Individual Settlement Amount") is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of Qualifying Workweeks for Participating Class Members (*i.e.*, those who do not opt out of the Settlement) within their assigned subclass(es), the resolution of any disputes regarding Qualifying Workweeks or subclass, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees' allocations for the PAGA Payment.

B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees

A Settlement Administrator will distribute the Individual Settlement Amounts, as described below, to each Participating Class Member and Aggrieved Employee. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action, that all Individual Settlement Amounts payable to eligible Class Members will be treated for tax purposes as follows: 2/3 for disputed interest, statutory penalties, and other non-wage monies for which IRS Forms 1099-MISC and 1099-INT will issue; and 1/3 for disputed wages subject to standard withholdings and for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. For payment allocation purposes only, Class Members will be divided into two subclasses: (1) Class Members who worked between October 4, 2014, and June 2, 2019, and (2) Class Members who worked between June 3, 2019, and [REDACTED]. Subclass 1 shall be allocated 70% of the Net Settlement Amount and Subclass 2 shall be allocated 30% of the Net Settlement Amount. The number of weeks worked in each subclass will be determined according to Defendant's records. Each Class Member's proportionate share will be determined by dividing their total Qualifying Workweeks (*i.e.*, weeks wherein Class Members and/or Aggrieved Employees performed any work on at least one (1) day during the Class Period and/or PAGA Claim Period, respectively) within their respective subclass by the total Qualifying Workweeks for all Class Members within the same subclass. That fraction will then be multiplied by the portion of the Net Settlement Amount allocated to that subclass to arrive at the Class Member's individual share of the Net Settlement Amount. A Class Member may be part of both subclasses if they worked during the time periods covering Subclass 1 and Subclass 2 and their Individual Settlement Amount will include the sum total of the amount owed to them under each subclass. Each Aggrieved Employee's share of

the 25% portion of the PAGA Payment will be determined by dividing their total Qualifying Workweeks within the PAGA Claim Period by the total Qualifying Workweeks for all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share. Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member, and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendant's Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendant's records. Defendant's records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendant's records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of Qualifying Workweeks for an individual Class Member. If a Class Member disputes the accuracy of Defendant's records, all supporting documents evidencing additional Qualifying Workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [REDACTED]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Class Members who do not opt out and for Aggrieved Employees, the Agreement contains the following releases:

Class Members who do not opt out will be deemed to have released any and all claims that are alleged in the Complaint, and any additional claims that could have been brought based on or arising out of the facts alleged in the Complaint, through the Class Period, including, but not limited to, claims for: unpaid overtime wages, minimum wage violations, rest period violations, meal period violations, regular rate violations, sick pay violations, wage statement penalties/damages, waiting time penalties, and unfair competition. This release excludes the release of claims not permitted by law. The Released Class Claims exclude claims for workers' compensation or unemployment insurance benefits. This release will cover all Class Members who do not opt out, and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians.

Aggrieved Employees will be deemed to have released any and all claims for civil penalties that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in Plaintiff's Complaint and/or LWDA letter, and any additional PAGA claims that could have been brought based on or arising out of the facts alleged in the Complaint/LWDA letter during the PAGA Claim Period. Aggrieved Employees cannot opt out of this release of claims.

The entities being released ("Released Parties") include Defendant and Capitol Regency, LLC, as well as their respective current and former parent, subsidiary or affiliated entities, and their respective current or former officers, successors, assigns, officials, personal representatives, executors, shareholders, directors, members, agents, employees, attorneys, and insurers, including their respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents, employees, and fiduciaries.

Class Members and/or Aggrieved Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and believe your workweek and subclass information is accurate, **you do not need to take any further action.** Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the Qualifying Workweek or subclass allocation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from being a Class Member if you request this by [REDACTED]. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (*i.e.*, “opt out”) by submitting a timely and complete written request to the Settlement Administrator. The request to opt-out must (a) state your full name and last four digits of your social security number; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or want to be excluded from this Settlement; (c) identify the case name and number (*i.e.*, *Insixiengmay v. Hyatt Corporation dba Hyatt Regency Sacramento*, 2:18-cv-02993-TLN-DB); (d) be signed; and (e) be post-marked no later than [REDACTED]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [REDACTED] or is otherwise deficient, your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not receive their share of the Net Settlement Amount. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. Any objection to the proposed settlement must be in writing. The objection must (a) state your full name and last four digits of your social security number; (b) state whether the objection only applies to you, to a specific subset of the class, or to the entire class, and also state with specificity the grounds for the objection; (c) identify the case name and number (*i.e.*, *Insixiengmay v. Hyatt Corporation dba Hyatt Regency Sacramento*, 2:18-cv-02993-TLN-DB) (d) be signed; and (e) be post-marked no later than [REDACTED]. Objections may be submitted to the Court by filing them electronically or in person at any location of the United States District Court for the Eastern District of California. Alternatively, objections may be submitted by mailing them to the Settlement Administrator at the address identified in Section III.B. Regardless of the method chosen, objections must be post-marked or filed by the [REDACTED] deadline. If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent with the terms of the Settlement. The judgment, whether favorable or not, will bind all Class Members who do not opt out. After final approval, each and every Class Member who does not opt out of the Settlement, along with every Aggrieved Employee will release Defendant and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Courtroom 2 on the 15th Floor of the Court for the United States District Court for the Eastern District of California, 501 I Street, Sacramento, CA 95814 on [REDACTED], at [REDACTED] to determine whether the Agreement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve Class Counsel’s request for attorneys’ fees and costs, the Settlement Administrator Costs, and the Class Representative’s Enhancement Payment at this time. The motion to approve attorney’s fees and costs, Settlement Administrator Costs, and the Class Representative’s Enhancement Payment will be filed no later than [REDACTED] and will be available for review on the Court’s Public Access to Court Electronic Records (PACER) system. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, a copy of the settlement agreement is available at [www. \[REDACTED\]](#). This website will also contain a copy of this notice, the operative Complaint, motions for preliminary and final approval once filed, and Plaintiff's motion for attorneys' fees (once filed). You can also view these records at the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Eastern District of California, 501 I Street, Sacramento, CA 95814, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel or Defendant's Counsel:

Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Shimoda & Rodriguez Law, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Counsel for Plaintiff

Joseph W. Ozmer II
J. Scott Carr
Kabat Chapman & Ozmer LLP
333 S. Grand Ave., Ste. 2225
Los Angeles, CA 90071
Telephone: (213) 493-3980
Counsel for Defendant

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

BY ORDER OF THE COURT