

Bickerton v. Hyatt Corporation et al., Case No. 2:20-cv-00397-RSL-TLF
UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully.

To: All individuals who resided in Washington State and who were employed at Hyatt Regency Seattle, Grand Hyatt Seattle, Hyatt at Olive 8, or Thompson Seattle by one or more Released Parties on an hourly basis, at any time from February 11, 2017 through April 22, 2022.

The Honorable Robert S. Lasnik of the Western District for the State of Washington has granted preliminary approval of a proposed settlement (“Settlement”) of this action (“Class Action”).

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement. **You have received this notice because Hyatt’s records indicate that you are a Class Member and you may be entitled to a settlement payment.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Settlement Class Member and, if the Court grants final approval of the Settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 11:00 a.m. on April 27, 2023 in Suite 15128, located at 700 Stewart Street, Seattle, WA 98101-9906. You are not required to attend the Hearing, but you are welcome to do so. The Court may change the Final Approval Hearing date or time without notice.

Summary of the Litigation

Plaintiff Eli Bickerton, on behalf of himself and other hourly employees who lived in Washington State and who worked for Defendants in Seattle, claims that Defendants violated Washington and Seattle labor laws as a result of their alleged: (1) failure to pay minimum wages for all hours worked; and (2) missed meal and rest periods.

After the exchange of relevant information and documents, the Parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. After extensive negotiations and multiple sessions with a highly-respected mediator, the Parties were able to negotiate a complete settlement of Plaintiff’s claims.

Counsel for Plaintiff and the attorneys approved by the Court to represent the class, Ackermann & Tilajef, P.C. and India Lin Bodien (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the law applicable. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Hyatt denies that it violated the law in any way. It has denied, and continues to deny, the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff’s claims. By agreeing to settle, Hyatt is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Hyatt has agreed to settle the case as part of a compromise with Plaintiff.

Summary of the Proposed Settlement Terms

Questions? Contact the Settlement Administrator toll free at 1-888-318-1537

Plaintiff and Hyatt have agreed to settle the class claims in exchange for a Total Settlement Amount of \$1,028,000. This amount is inclusive of: (1) Individual Settlement Payments to all Settlement Class Members; (2) any Service Award to the Class Representative; (3) the Class Counsels' Award; and (4) reasonable Administrative Costs, but excludes the employer's share of payroll taxes on any Individual Settlement Payments constituting wages.

After deducting the Service Award, the Class Counsels' Award, the Administrative Costs, a Net Settlement Amount of approximately \$716,000.00 will be allocated to Class Members who do not opt out of the settlement ("Settlement Class Members").

Each Settlement Class Member's settlement payment will be based on the number of workweeks each Settlement Class Member actually worked in Seattle for one or more Defendants from February 11, 2017 through April 22, 2022. The formula for calculating settlement payments is as follows:

- (a) Hyatt will calculate the total number of workweeks that each Settlement Class Member worked during the Settlement Period and the total number of workweeks that all Settlement Class Members worked during that period ("Total Settlement Class Member Workweeks").
- (b) Each Settlement Class Member's share of the Net Settlement Amount shall be calculated by dividing their number of workweeks actually worked during the Settlement Period by the Total Settlement Class Member Workweeks.

Each Individual Settlement Payment will be reduced by any required legal deductions.

After 180 days from the mailing, the amount of any settlement checks from Individual Settlement Payments that have not been cashed will be sent by the Settlement Administrator to the State of Washington with the associated name of the Class Member(s) pursuant to Washington's Unclaimed Property Act (RCW 63.29, et seq.).

According to Hyatt's records, you worked as an hourly employee at one of its locations in Seattle at some point between February 11, 2017 and April 22, 2022 for a total of <<WorkWeeks>> workweeks. Accordingly, if the Settlement is finally approved, your estimated payment would be approximately \$<<EstAmount>>. If you believe the information provided above is incorrect, please promptly contact the Settlement Administrator at 1-888-318-1537. If you dispute the information stated above, Hyatt's records will control unless you are able to provide documentation that establishes otherwise.

IRS Forms W-2 and 1099 will be distributed to Settlement Class Members and the appropriate taxing authorities reflecting the payments they receive under the Settlement. Each Individual Settlement Payment will be allocated for tax purposes as follows: 50% Form 1099 income for penalties and interest, and 50% Form W-2 income for wages.

Why is This Being Referred to as a "Class Action"

The Settlement that you are receiving notice about involves a class action. The claims involved in the case and Settlement you are being notified about include Washington and Seattle law class action claims for: (1) failure to pay minimum wages for all hours worked; and (2) missed meal and rest periods.

If you wish to participate in the class action settlement, which is explained in this Notice and the Settlement Agreement, you do not have to do anything. You will receive money under the class action settlement by doing nothing. If you want to opt out of, or request to be excluded from and not bound by, the class action settlement, then you must submit your intention to opt out of the settlement in the manner and timeframe described in this Notice and in the Settlement Agreement.

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Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator (at the below address) expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your (i) full name, current mailing address, date, and signature; (ii) the last four digits of your social security number; and (iii) an express statement that you wish to be excluded from the Settlement.

Bickerton v. Hyatt Corporation
c/o CPT Group Inc.
50 Corporate Park
Irvine, CA 92606

The written request to be excluded must be postmarked or faxed not later than February 21, 2023. If you submit a request for exclusion that is not postmarked or faxed by February 21, 2023, your request for exclusion will be rejected, and you will be included in the Settlement Class.

If you do not opt out of the Settlement but then later do not cash your settlement checks, you will be bound by the class action settlement.

Option 3 – Object to the Settlement

If you decide to object to the Settlement because you find any portion of it unfair or unreasonable, including the requested Class Counsel Award or Service Award, you must submit an objection stating why you object to the settlement. Your objection must provide: (i) full name, current mailing address, and signature; (ii) the last four digits of your social security number; and (iii) the specific reason(s) for the Objection, and (iv) all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider. The objection must be mailed to the administrator at Bickerton v. Hyatt Corporation, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

All objections must be postmarked or faxed no later than February 21, 2023. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the Settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the Settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for 11:00 a.m. on April 27, 2023 in Suite 15128, located at 700 Stewart Street, Seattle, WA 98101-9906. and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney at your own expense to represent you at the hearing. The Court may change the hearing date or time without notice.

If you choose **Option 1 and do nothing**, and if the Court grants final approval of the Settlement, then you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims (“Washington Released Claims”):

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All claims and causes of action that were asserted in this Action during the Settlement Period, regardless of theory of recovery, including claims for failure to pay Seattle minimum wages in violation of RCW 49.46.020, .120, and SMC 14.19, et seq.; failure to compensate for missed meal and rest periods under RCW 49.12 and WAC 296-126-092; failure to pay wages due at established pay periods pursuant to SMC 14.20.020; and claims for exemplary damages, penalties, and interest pursuant to RCW 49.52.050, 070, as well as attorneys' fees and costs, presumed on alleged unpaid minimum wages, missed and unpaid meal and rest periods, failure to pay wages due at established pay periods, and any claims under any state, federal, or local law arising from the claims in the Complaint based on the same factual predicates as alleged therein, to the fullest extent permitted by law.

This release applies to any claims arising during the Settlement Period.

If you choose **Option 2 and opt out**, then you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

If you choose **Option 3 and object**, then you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the case. A copy of the Settlement Agreement may be obtained from the Settlement Administrator free of charge. All inquiries by Class Members regarding this Class Notice or the settlement should be directed to the Settlement Administrator or Class Counsel.

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50 Corporate Park
Irvine, CA 92606
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BickertonHyattSettlement@cptgroup.com
www.cptgroupcaseinfo.com/BickertonHyattSettlement

Craig J. Ackermann
ACKERMANN & TILAJEF, P.C.
1180 S. Beverly Drive, Suite 610
Los Angeles, CA 90035
T: (310) 277-0614
F: (310) 277-0635

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, HYATT, OR HYATT'S ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-888-318-1537