

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 Boulevard, Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733
5 E-mail: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
6 bberzin@shimodalaw.com

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

9
10 **UNITED STATES DISTRICT COURT**

11 **FOR THE EASTERN DISTRICT OF CALIFORNIA**

12 JANICE INSIXIENGMAY, individually and
13 on behalf of all other similarly situated
14 employees,

15 Plaintiff,

16 vs.

17 HYATT CORPORATION DBA HYATT
REGENCY SACRAMENTO, a Delaware
18 Corporation; and DOES 1 to 100, inclusive,
19 Defendants.
20

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

CLASS ACTION

**EXHIBIT LIST AND EXHIBITS IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: November 26, 2023
Time: 2:00 p.m.
Courtroom: 2, 15th Floor
Judge: Hon. Troy L. Nunley

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Joint Stipulation Regarding Class Action and PAGA Settlement and Release
B	Plaintiff’s Operative Complaint
C	Plaintiff’s Letters to the LWDA Regarding PAGA Claims
D	CPT Group, Inc. Quote
E	Plaintiff’s Itemized Costs
F	Proposed Notice of Settlement
G	Proof of Submission of Proposed Settlement Agreement to LWDA
H	Excerpts From Deposition of Valerie Saito

Dated: October 5, 2023

Shimoda & Rodriguez Law, PC

By: /s/ Justin P. Rodriguez
 Galen T. Shimoda
 Justin P. Rodriguez
 Brittany V. Berzin
 Attorneys for Plaintiff

EXHIBIT A

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.

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.

28

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.

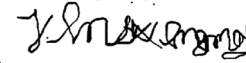
13 10.24 Discovery of Confidential Information: Class Counsel agree that they will destroy all
14 confidential documents and information provided to them by Defendant within 60 calendar days after the
15 completion of the administration of this Settlement. Class Counsel further agrees that none of the
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

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: _____

Janice Insixiengmay

25 **For Defendant:**

26 Date: 09/29/2023
27 _____

Patrick Miller
patrick.m.miller@hyatt.com

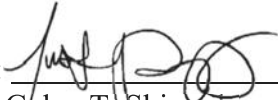
By: Patrick Miller
For Hyatt Corporation dba Hyatt Regency
Sacramento

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: _____

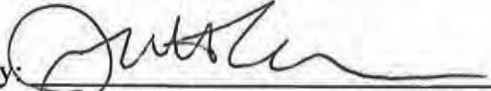
By: _____

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

Case 2:18-cv-02993-TLN-DB Document 73-4 Filed 10/05/23 Page 40 of 98
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.. 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

EXHIBIT B

1 Galen Shimoda (Cal. State Bar No. 226752)
Justin 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 E-mail: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
6 bberzin@shimodalaw.com

7 Attorneys for Plaintiff JANICE INSIXIENGMAY on behalf
of herself and putative class members
8

9 **UNITED STATES DISTRICT COURT**
10 **EASTERN DISTRICT OF CALIFORNIA**

11 _____
12 JANICE INSIXIENGMAY,)
individually and on behalf of all others)
13 similarly situated,)

14 Plaintiff,)

15 vs.)

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

19 Defendants.)
20)
21 _____)

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

SECOND AMENDED COMPLAINT

CLASS ACTION

- 1. **Failure to Pay Overtime Wages**
- 2. **Meal Period Violations**
- 3. **Rest Period Violation**
- 4. **Wage Statement Violations**
- 5. **Waiting Time Penalties**
- 6. **Unfair Competition**
- 7. **Private Attorneys General Act**

JURY TRIAL DEMANDED

22
23
24 Plaintiff JANICE INSIXIENGMAY (“Plaintiff”) hereby files this Complaint against Defendants
25 HYATT CORPORATION DBA HYATT REGENCY SACRAMENTO, a Delaware Corporation; and
26 DOES 1 to 100 (HYATT CORPORATION DBA HYATT REGENCY SACRAMENTO and DOES 1 to
27 100 hereinafter collectively referred to as “Defendants”). Plaintiff is informed and believes, and on the
28 basis of that information and belief, alleges as follows:

1 **INTRODUCTION**

2 1. This is a class action and representative Private Attorneys General Act action brought by
3 Plaintiff on behalf of herself and putative class members (sometimes hereinafter referred to as
4 “Plaintiffs”) seeking unpaid overtime, meal period premiums, rest period premiums, and statutory and
5 civil penalties for violations of the California Labor Code.

6 **PARTIES**

7 2. Plaintiff is an individual over the age of eighteen (18) and is now and/or at all times
8 mentioned in this Complaint was a resident of the State of California.

9 3. Plaintiff is informed and believes and thereupon alleges that HYATT CORPORATION
10 DBA HYATT REGENCY SACRAMENTO is now and/or at all times mentioned in this Complaint was
11 a Delaware Corporation and the owner and operator of an industry, business and/or facility licensed to
12 do business and actually doing business in the State of California.

13 4. DOES 1 through 100 are persons or entities whose true names and identities are presently
14 unknown to Plaintiff, and who therefore are sued by such fictitious names. Plaintiff is informed and
15 believes and on that basis alleges that each of the fictitiously named Defendants are responsible in some
16 manner for the matters alleged herein, and are jointly and severally liable to Plaintiff. Plaintiff will seek
17 leave of court to amend this complaint to state the true names and capacities of such fictitiously named
18 Defendants when ascertained.

19 5. At all times mentioned herein, each Defendant was the agent or employee of each of the
20 other Defendants and was acting within the course and scope of such agency or employment. The
21 Defendants are jointly and severally liable to Plaintiffs.

22 6. Defendants, and each of them, are now and or at all times mentioned in this Complaint
23 were members of and/or engaged in a joint venture, partnership and common enterprise, and were acting
24 within the course and scope of, and in pursuance of said joint venture, partnership and common
25 enterprise. Defendants are also “joint employers” as they controlled the terms and conditions of
26 Plaintiff’s employment.

27 7. Defendants, and each of them, are now and or at all times mentioned in this Complaint
28 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

1 8. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
2 wrongs, complaints, injuries and/or damages alleged in this Complaint.

3 **JURISDICTION AND VENUE**

4 9. The United States District Court for the Eastern District of California found on or about
5 March 17, 2020, that it had jurisdiction in this matter under the Class Action Fairness Act. *See* 28
6 U.S.C. § 1332(d).

7 10. Venue is proper as this action was removed to the district court in which the state court
8 action was pending. *See* 28 U.S.C. §§ 1390(c), 1441(a).

9 11. Plaintiff has sought permission pursuant to Labor Code section 2699 *et seq.* to pursue the
10 claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of herself
11 and other aggrieved employees. Pursuant to California Labor Code section 2699.3, Plaintiff gave
12 written notice via online submission to the Labor and Workforce Development Agency (“LWDA”) on
13 approximately October 5, 2018. Plaintiff provided facts and legal bases for her claims within the notice
14 to the LWDA on all violations asserted under the Private Attorneys General Act cause of action.
15 Plaintiff also submitted the \$75.00 filing fee. The October 5, 2018 notice was also sent via certified
16 mail to Defendants on the same day. Plaintiff is informed and believes that, to date, the LWDA has not
17 provided any response to Plaintiff’s notice correspondence. Accordingly, Plaintiff is informed and
18 believes that she has exhausted all administrative remedies pursuant to the Private Attorneys General
19 Act (“PAGA”) and may bring this action on behalf of herself and all aggrieved employees. *See* Cal.
20 Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal.App.4th 365, 383
21 n.18, 385 n.19 (2005). The parties entered into a tolling agreement regarding Plaintiff’s PAGA claims
22 that tolled all applicable statutes of limitations to Plaintiff’s PAGA claims between February 15, 2019 to
23 March 24, 2020.

24 **CLASS ALLEGATIONS**

25 12. Plaintiff brings the First through Sixth Causes of Action on behalf of herself and all
26 others similarly situated as a class action pursuant to California Code of Civil Procedure § 382. The
27 subclasses which Plaintiff seeks to represent is composed of, and defined, as follows:
28

1 All non-exempt employees who are currently or were formerly employed
2 by Defendant at the Hyatt Regency in Sacramento, California, at any time
3 between October 4, 2014, and the present up to, and including,
4 certification of the proposed class.

5 13. This action may be maintained as a class action because there is a well-defined
6 community of interests in the litigation and the proposed class is easily ascertainable.

7 14. Numerosity: The proposed class is so numerous that the individual joinder of all
8 members is impracticable. While the exact number of class members is unknown to Plaintiff at this
9 time, Plaintiff is informed and believes that more than nine hundred and eighty (980) individuals were
10 subjected to the practices outlined in this Complaint relating to the First through Sixth Causes of Action.

11 15. Common Questions Predominate: Common questions of law and fact exist as to all
12 members of the Plaintiff Class and predominate over questions that affect only individual class
13 members. These common questions of law and fact include, without limitation, the following:

- 14 (1) Whether Defendants had a policy and/or practice in place to calculate putative class
15 members' regular rates of pay taking into account all non-discretionary remuneration;
- 16 (2) Whether Defendants had a policy and/or practice in place to calculate putative class
17 members' meal and rest period premiums taking into account all non-discretionary
18 remuneration;
- 19 (3) Whether Defendants had a policy and/or practice in place to calculate putative class
20 members' overtime rates of pay taking into account all non-discretionary
21 remuneration;
- 22 (4) Whether Defendants had a policy and/or practice in place to calculate putative class
23 members' sick leave pay rates of pay taking into account all non-discretionary
24 remuneration;
- 25 (5) Whether as a result of Defendants' payroll policies, or lack thereof, they failed to pay
26 putative class members overtime wages for all hours worked in excess of eight (8)
27 hours in a day;
- 28

- 1 (6) Whether as a result of Defendants' payroll policies, or lack thereof, they failed to pay
2 putative class members overtime wages for all hours worked in excess of forty (40)
3 hours in a week;
- 4 (7) Whether as a result of Defendants' payroll policies, or lack thereof, Defendants'
5 employees were given paystubs that did not reflect total hours worked by the putative
6 class members as required by Labor Code 226;
- 7 (8) Whether Defendants had a policy and/or practice in place to authorize and permit
8 putative class members to take all meal periods owed to them;
- 9 (9) Whether Defendants had a policy and/or practice in place to authorize and permit
10 putative class members' to take all rest periods owed to them;
- 11 (10) Whether as a result of Defendants' payroll policies, or lack thereof, putative class
12 members' were given paystubs that did not reflect all applicable hourly rates and the
13 corresponding number of hours worked at each hourly rate as required by Labor Code
14 226; and
- 15 (11) Whether as a result of Defendants' payroll policies, or a lack thereof, putative class
16 members' received all wages, due and owing, at the time of their
17 termination/separation.

18 16. Typicality: Plaintiff's claims are typical of the claims for putative class members.
19 Plaintiff and putative class members were hourly employees who actually were not compensated for
20 all meal and rest period premiums and overtime hours worked as a result of Defendants failing to
21 take into account all non-discretionary remuneration when calculating Plaintiff's and putative class
22 members' meal and rest period premiums, overtime rate of pay and sick leave wages. Additionally,
23 as a result of Defendants' inaccurate calculations and compensation, Plaintiff and putative class
24 members were not provided legally compliant paystubs and did not receive all wages due to them
25 upon their separation or termination.

26 17. Adequacy: Plaintiff will fairly and adequately protect the interests of putative class
27 members. Plaintiff has no interests which are adverse to those of absent class members.
28

1 Additionally, Plaintiff has retained counsel who has substantial experience in complex civil litigation
2 and employment law matters.

3 18. Superiority: A class action is superior to other available means for the fair and
4 efficient adjudication of the controversy as there is no plain, speedy, or adequate remedy other than
5 by maintenance of this class action. The critical issues in the First through Sixth Causes of Action
6 revolve around the legal requirement to pay employees for all overtime hours worked, the regular
7 rate of pay calculations, and meal and rest period premiums. All other issues in the First through
8 Sixth Causes of Action in this case, *e.g.* wage statement violations, waiting time penalties, and unfair
9 competition derive from this requirement. Failure to maintain this suit as a class action would result
10 in multiple suits involving the same legal analysis and factual scenarios. Furthermore, the damages
11 suffered by each individual member of the class may be relatively small, the expenses and burden of
12 individual litigation relatively high, and such costs may make it difficult or impossible for individual
13 members of the class to redress the wrongs done to them.

14 19. Plaintiff is unaware of any difficulties that are likely to be encountered in the
15 management of this action that would preclude its maintenance as a class action.

16 **FACTUAL ALLEGATIONS**

17 20. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 19 as though fully
18 set forth herein.

19 21. Plaintiff has worked for Defendants since approximately April 22, 2015 as a non-exempt
20 employee. Plaintiff and putative class members were non-exempt employees who received various
21 forms of non-discretionary remuneration, sick leave pay, overtime, and meal and/or rest period
22 premiums. Plaintiff and putative class members regularly worked over eight (8) hours in a day or forty
23 (40) hours in a week, incurring overtime. Plaintiff and putative class members were also prevented from
24 taking all meal and rest periods they were entitled to, being paid meal and rest period premiums on
25 occasions. Defendants did not correctly incorporate the value of the non-discretionary remuneration into
26 Plaintiff's and putative class members' regular rate of pay when calculating overtime, meal and rest
27 period premiums, or sick leave pay.

1 value of overtime wages attributable to the additional non-discretionary remuneration. This resulted in
2 Defendants not compensating Plaintiff and putative class members for all overtime hours worked.

3 28. Plaintiff and putative class members were non-exempt employees under the
4 administrative, executive, or professional exemptions, the applicable Wage Order, and California Labor
5 Code section 510.

6 29. Defendants' conduct described herein violates California Labor Code sections 510, 1194,
7 and the applicable Wage Order. As a proximate result of Defendants' conduct, Plaintiff and putative
8 class members have been damaged and deprived of overtime wages. Plaintiff and putative class
9 members now seek these wages, as well as attorney's fees and costs and interest pursuant to California
10 Labor Code section 1194.

11 **SECOND CAUSE OF ACTION**
12 **FAILURE TO PROVIDE MEAL PERIODS OR PAYMENT IN LIEU THEREOF**
13 **(As to all Defendants)**

14 30. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 29 as though fully
15 set forth herein.

16 31. An employer must provide an employee meal and rest periods in accordance with the
17 applicable Wage Order, and Labor Code sections 226.7 and 512.

18 32. Labor Code section 226.7, 512 and Wage Order 5, section 11(A) require an employer to
19 provide a duty-free meal period of not less than 30 minutes for each work period of more than five (5)
20 hours. If an employee works longer than 10 hours in a workday, the employer must provide a second
21 meal period.

22 33. An employer must pay an employee an additional one hours pay at their regular rate of
23 pay if the employee is not provided the legally required meal period.

24 34. Plaintiff alleges that Defendants did not authorize and permit Plaintiff and putative class
25 members to take all meal periods owed to them. Additionally, although Defendants acknowledged meal
26 period premiums were owed to Plaintiff and putative class members on numerous occasions, Defendants
27 did not account for the value of all non-discretionary remuneration when calculating the regular rate of
28 pay owed for the meal period premium. Thus, amounts still remain owed to Plaintiff and putative class
members for earned meal period premiums.

1 35. As a proximate cause of Defendants’ actions, Plaintiff and putative class members are
2 entitled to the full value of the meal period premiums that have not yet been paid. Labor Code §226.7
3 and Wage Order 5-2001, §§11(B) and 12(B).

4 **THIRD CAUSE OF ACTION**
5 **FAILURE TO PROVIDE REST PERIODS OR PAYMENT IN LIEU THEREOF**
6 **(As to all Defendants)**

7 36. Plaintiff incorporates by reference and re-allege paragraphs 1 through 35 as though fully
8 set forth herein.

9 37. An employer must provide an employee rest periods in accordance with the applicable
10 Wage Order and Labor Code section 226.7.

11 38. Wage Order 5-2001, section 12(A) requires every employer to authorize and permit
12 employees to take rest periods. For each four (4) hours or fraction thereof worked by the employee, the
13 employee shall receive ten (10) minutes net rest time. *See* Wage Order 5-2001 § 12(A).

14 39. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and putative class
15 members all rest periods owed to them. Additionally, Defendants failed to pay rest period premiums at
16 the appropriate rate as it failed to account for the value of all non-discretionary remuneration when
17 calculating the rest period premiums owed to Plaintiff and putative class members.

18 40. As a proximate cause of Defendants’ failure to “authorize and permit” meal and rest
19 periods, Plaintiff and putative class members are entitled to one (1) hour of pay at the employees’
20 regular rate of compensation for each rest period not provided, as a wage, from three (3) years of the
21 filing of this Complaint. *See* Cal. Lab. Code § 226.7; IWC Wage Order 5-2001 § 12(B).

22 41. Plaintiff and putative class members suffered damages proximately caused by
23 Defendants, and each of their agent’s, as stated in the section below entitled “DAMAGES,” which is
24 incorporated here to the extent pertinent as if set forth here in full.

25 **FOURTH CAUSE OF ACTION**
26 **WAGE STATEMENT VIOLATIONS**
27 **(As to all Defendants)**

28 42. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 41 as though fully
set forth herein.

1 43. According to Labor Code section 226(a), an employer must provide an itemized
2 statement to an employee, semi-monthly or at the time of each payment of wages, showing:

3 *(1) gross wages earned, (2) total hours worked by the employee, except for*
4 *any employee whose compensation is solely based on a salary and who is*
5 *exempt from payment of overtime under subdivision (a) of Section 515 or*
6 *any applicable order of the Industrial Welfare Commission, (3) the number*
7 *of piece-rate units earned and any applicable piece rate if the employee is*
8 *paid on a piece-rate basis, (4) all deductions, provided that all deductions*
9 *made on written orders of the employee may be aggregated and shown as*
10 *one item, (5) net wages earned, (6) the inclusive dates of the period for*
11 *which the employee is paid, (7) the name of the employee and the last four*
12 *digits of his or her social security number or an employee identification*
13 *number other than a social security number, (8) the name and address of*
14 *the legal entity that is the employer and, if the employer is a farm labor*
15 *contractor, as defined in subdivision (b) of Section 1682, the name and*
16 *address of the legal entity that secured the services of the employer, and (9)*
17 *all applicable hourly rates in effect during the pay period and the*
18 *corresponding number of hours worked at each hourly rate by the*
19 *employee. The deductions made from payment of wages shall be recorded*
20 *in ink or other indelible form, properly dated, showing the month, day, and*
21 *year, and a copy of the statement and the record of the deductions shall be*
22 *kept on file by the employer for at least three years at the place of*
23 *employment or at a central location within the State of California*

24 44. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
25 accurate and complete itemized statement showing the requirements set forth in Labor Code section
26 226(a). Defendants did not accurately itemize total hours worked, all applicable hourly rates, correct
27 meal and rest period premium rates, sick leave pay rates or the corresponding number of hours worked
28 at each hourly rate. As a result, Plaintiff and putative class members were unable to determine the
amount of unpaid wages owed to them.

 45. As a proximate cause of Defendants’ failure to provide accurate statements, Plaintiff and
putative class members were damaged as stated in the section below entitled “DAMAGES,” which is
incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

 46. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 45 as though fully
set forth herein.

 47. An employer must pay an employee who is terminated all unpaid wages immediately
upon termination. Labor Code § 201.

1 48. An employer must pay an employee who resigns all unpaid wages within seventy-two
2 (72) hours of resignation. Labor Code § 202.

3 49. Plaintiff and putative class members did not receive all overtime wages, meal and rest
4 premiums, and sick leave pay owed to them at their separation or termination.

5 50. An employer who willfully fails to pay an employee wages in accordance with Labor
6 Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days.
7 Labor Code § 203.

8 51. Defendants knew of their obligation to pay Plaintiff and similarly situated individuals for
9 all hours worked, including overtime wages, sick leave pay, and the correct meal and rest period
10 premiums because their time and pay records showed that these wages were being earned but were not
11 being compensated correctly due to the failure to correctly calculate the regular rate of pay. Thus,
12 Defendants' failure to pay for all hours worked was in complete disregard of their obligations. Such
13 conduct shows Defendants' knowledge of its obligation to pay all wages owed upon termination and
14 willful refusal.

15 52. As a proximate result of Defendants' conduct, Plaintiff has been damaged and deprived
16 of her wages and thereby seek her and putative class members' waiting time penalties due.

17 **SIXTH CAUSE OF ACTION**
18 **UNFAIR COMPETITION**
19 **(As to all Defendants)**

20 53. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 52 as though fully
21 set forth herein.

22 54. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act
23 or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
24 (commencing with section 17500) of Part 3 of Division 7 of the Business and Professions Code.
25 Business and Professions Code § 17200.

26 55. Plaintiff is informed and believes and thereon alleges that Defendants did not pay
27 Plaintiff and putative class members all wages owed, including meal and rest period premiums and
28 overtime wages, and sick leave pay in violation of California Labor Code sections 226.7, 510, 512 and
1194, and applicable Wage Orders.

1 56. Plaintiff is also informed and believes and thereon alleges that such actions and/or
2 conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and
3 Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th
4 163 (2000).

5 57. As a direct and legal result of the Defendants’ conduct, as alleged herein, pursuant to the
6 UCL (including B&P Code § 17203), Plaintiff and putative class members are entitled to restitution as a
7 result of Defendants’ unfair business practices, including, but not limited to, interest and penalties
8 pursuant to B&P §§ 17203, 17208, for the violations of Labor Code sections 226.7, 510, 512, 1194 and
9 applicable Wage Orders.

10 **SEVENTH CAUSE OF ACTION**
11 **PRIVATE ATTORNEYS GENERAL ACT**
12 **(As to all Defendants)**

13 58. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 57 as though fully
14 set forth herein.

15 59. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the
16 following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated
17 current and former employees:

- 18 • Violation of Labor Code §§ 510, 1194, IWC Wage Order No. 5 § 3 (Failure to Pay
19 Overtime Wages)
- 20 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- 21 • Violation of Labor Code §§201-203, 256 (Failure to Pay Final Wages)
- 22 • Violation of Labor Code § 558 and 558.1 (Provisions Regulating Hours and Days of
23 Work in Any Industrial Welfare Commission Order)
- 24 • Violation of Labor Code §§ 226.7, 512, IWC Wage Order No. 5 §§ 11(A) and 11(B)
25 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 26 • Violation of Labor Code §§ 226.7, IWC Wage Order No. 5 § 12(A) (Failure to Provide
27 Rest Periods or Pay Premiums in Lieu Thereof)
- 28 • Violation of Labor Code §§ 246, 247, 247.5, 248.5 (Failure to Provide Paid Sick Leave)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- b. For those Labor Code sections, the violation of which there is no civil penalty provided, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each aggrieved employee per pay period. For any subsequent violation, two hundred dollars (\$200) for each aggrieved employee per pay period;
 - c. Reasonable attorney’s fees and costs pursuant to Labor Code section 2699;
 - d. For any other remedies as allowed by law and/or deemed appropriate by the Court;
6. As to All Causes of Action:
- a. For other such relief as this Court may deem just and proper;
 - b. Attorney’s fees as provided by law; and
 - c. Interest as provided by law.

Dated: April 6, 2023

Shimoda & Rodriguez Law, PC

By: /s/ Justin P. Rodriguez
 Galen Shimoda
 Justin Rodriguez
 Brittany V. Berzin
 Attorneys for Plaintiff

1 *Insixiengmay v. Hyatt Corporation*
2 *Eastern District of CA, Case No. 2:18-cv-02993-TLN-DB*

3
4 **PROOF OF SERVICE — F.R.C.P., Rule 5**

5 I, Elias Tapia, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to the
7 within above-entitled action.

8 On April 6, 2023, I served the following documents on the party below:

- 9 • SECOND AMENDED COMPLAINT

<p>10 J. Scott Carr (SBN 136706) 11 Kristapor Vartanian (SBN 275378) 12 KABAT CHAPMAN & OZMER LLP 13 333 S. Grand Ave., Ste. 2225 14 Los Angeles, CA 90071 15 Phone: (213) 493-3980 16 Fax: (404) 400-7333 17 Email: scarr@kcozlaw.com 18 kvartanian@kcozlaw.com</p>	
---	--

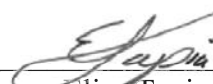
16 [XXX] [By Mail] I am familiar with my employer’s practice for the collection and processing
17 of correspondence for mailing with the United States Postal Service and that each
18 day’s mail is deposited with the United States Postal Service that same day in the
19 ordinary course of business. On the date set forth above, I served the aforementioned
20 document(s) on the parties in said action by placing a true copy thereof enclosed in a
21 sealed envelope with postage thereon fully prepaid, for collection and mailing on this
22 date, following ordinary business practices, at Salt Lake City, Utah, addressed as set
23 forth above.

20 [] [By Personal Service] By personally delivering a true copy thereof to the office
21 of the addressee above.

22 [] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
23 above. No error was reported by the e-mail service that I used.

24 [] [By Courier] By causing a true copy and/or original thereof to be
25 personally delivered via two day courier service:_____.

26 I declare under penalty of perjury under the laws of the State of California that the foregoing is
27 true and correct, and that this declaration was executed on April 6, 2023, at Elk Grove, California .

28 

Elias Tapia

EXHIBIT C



Shimoda Law Corp.
9401 East Stockton Blvd.
Suite #200
Elk Grove, CA 95624
Ph. (916) 525-0716
Fax (916) 760-3733
www.shimodalaw.com

October 5, 2018

For Online Filing:

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Insixiengmay v. Hyatt Corporation, et al.*

Dear Labor Commissioner,

As counsel for Janice Insixiengmay (hereinafter referred to as “Claimant”) I am writing to provide you and the following “employers” notice pursuant to California Labor Code section 2699.3:

Hyatt Corporation
150 N. Riverside Plaza, 14th Floor, Legal Department
Chicago, IL 60606

Hyatt Corporation dba Hyatt Regency Sacramento
150 North Riverside Plaza
Chicago, IL 60606

Mark S. Hoplamazian
150 N. Riverside Plaza
Chicago, IL 60606

Margaret C. Egan
150 N. Riverside Plaza
Chicago, IL 60606

Patrick J. Grismer
150 N. Riverside Plaza
Chicago, IL 60606

Rene Hozore Reiss
71 S. Wacker Drive
Chicago, IL 60606

//



We are setting forth the “facts and theories” to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Hyatt Corporation, Hyatt Corporation dba Hyatt Regency of Sacramento, Mark S. Hoplamazian, Margaret C. Egan, Patrick J. Grismer, and Rene Hozore Reiss (hereinafter referred to as “Defendants”). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Claimant and all similarly situated employees, pursuant to Labor Code section 2699(a). Specifically, similarly situated employees shall include, but is not limited to all non-exempt employees who Defendants paid any non-discretionary remuneration to (i.e. shift differentials, bonuses, “Svchg Regcat”, meal pay, retro pay, “Shortbreak,” “Gross Up,” “Non Discretionary Award,” etc.) and in the same pay period, overtime wages, meal and/or rest period premiums, and/or sick leave pay who are currently or were formerly employed by Defendants from one year prior to the filing of this notice to trial.

A. FACTS

Claimant has worked for Defendants since approximately April 22, 2015 as a non-exempt employee. Claimant and similarly situated employees were non-exempt employees who were who received various forms of non-discretionary remuneration, sick leave pay, overtime, and meal and/or rest period premiums. Claimant and similarly situated employees regularly worked over eight (8) hours in a day or forty (40) hours in a week, incurring overtime. Claimant and similarly situated employees were also prevented from taking all meal and rest periods they were entitled to, being paid meal and rest period premiums on occasions. Defendants did not correctly incorporate the value of the non-discretionary remuneration into Claimant’s and similarly situated employees’ regular rate of pay when calculating overtime, meal and rest period premiums, or sick leave pay.

Defendants also failed to authorize and permit Claimant and similarly situated employees to take all uninterrupted thirty (30) minute meal periods and ten (10) minute rest periods owed to them, including second meal periods and third rest periods when they worked over ten hours in one shift. This was due in part to Defendants’ failure to schedule other employees as relief to cover during meal and rest periods. Defendants failed to incorporate the value of non-discretionary remuneration for the purpose of calculating Claimant’s and similarly situated employees’ regular rate of pay.

Defendants failed to provide Claimants and similarly situated employees with legally compliant paystubs. The paystubs Defendants issued did not itemize the accurate regular and overtime rates of pay, accurate missed meal and rest period premiums owed, accurate total hours worked, and gross and net wages earned. As a result, Claimant and similarly situated employees were not able to determine the total wages owed to them from their paystubs alone.



As a result of Defendants' policies, at the time of their termination or separation, Claimant and similarly situated employees had amounts for overtime, sick leave pay, and meal and rest period premiums owing to them. As of the date of this letter, Defendants still have not paid these wages to Claimant and similarly situated employees.

Mark S. Hoplamazian, Margaret C. Egan, Patrick J. Grismer, and Rene Hozore Reiss are and/or were owners, officers, directors, and shareholders of Hyatt Corporation and Hyatt Corporation dba Hyatt Regency Sacramento during the claim period. They developed, maintained, implemented, and caused the unlawful wage and hour practices described herein to occur.

B. ALLEGATIONS AND CHARGES

Count One – Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees overtime for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay overtime for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Claimants and similarly situated employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed to them. Claimant and all similarly situated employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count Two – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For the reasons stated above, Defendants failed to comply with these requirements with respect to Claimant and similarly situated employees. This is in violation of the law.



Count Three – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including overtime wages, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Claimant and similarly situated employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count Four – Violation of Labor Code § 558 and 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendants, by and through their agents, violated Claimant's and similarly situated employees' rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. This is against the law.

Count Five- Violation of Labor Code §§ 226.7 & 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 4, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked. Labor Code section 512 and Wage Order No. 4, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Claimant and similarly situated employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendants also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

//

//



**Count Six – Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A)
(Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)**

Labor Code section 226.7 and Wage Order No. 4, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Claimant and similarly situated employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendants also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count Seven – Violation of Labor Code §§ 246, 247, 247.5, 248.5 (Failure to Provide Paid Sick Leave)

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked, effective July 1, 2015. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 (“HWHFA”) for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Defendant failed to abide by the HWHFA when it failed to appropriately calculate the rate at which sick leave was to be paid. Furthermore, Defendant's accrual system did not actually provide the correct accrual rate and amount for Claimant and Similarly Situated Employees. Claimant will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda Law Corp.

By: _____

Justin P. Rodriguez

JPR:bb

cc: client (via electronic mail only)

1 *Insixiengmay v. Hyatt Corporation, et al.*

2 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
3 **and California Rules of Court, Rule 1.21 and Rule 2.150**

4 I, Caitlyn A. Lopez, declare that:

5 I am a citizen of the United States and am over the age of eighteen years and not a party to
6 the within above-entitled action.

7 On October 5, 2018, I served the following documents on the party below:

- 8 • Private Attorney General Act Letter

9 10 11 12	Hyatt Corporation 150 N. Riverside Plaza, 14th Floor, Legal Department Chicago, IL 60606	Hyatt Corporation dba Hyatt Regency Sacramento 150 North Riverside Plaza Chicago, IL 60606
13 14 15	Mark S. Hoplamazian 150 N. Riverside Plaza Chicago, IL 60606	Margaret C. Egan 150 N. Riverside Plaza Chicago, IL 60606
16 17 18	Patrick J. Grismer 150 N. Riverside Plaza Chicago, IL 60606	Rene Hozore Reiss 71 S. Wacker Drive Chicago, IL 60606

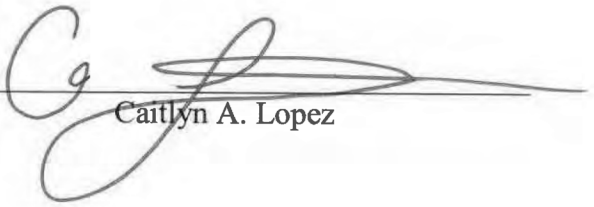
19 [XXX] [By Certified Mail] I am familiar with my employer’s practice for the collection
20 and processing of correspondence for mailing with the United States Postal
21 Service and that each day’s mail is deposited with the United States Postal
22 Service that same day in the ordinary course of business. On the date set forth
23 above, I served the aforementioned document(s) on the parties in said action by
placing a true copy thereof enclosed in a sealed envelope with postage thereon
fully prepaid, for collection and mailing on this date, following ordinary business
practices, at Elk Grove, California, addressed as set forth above.

24 [] [By Personal Service] By personally delivering a true copy thereof to the office
of the addressee above.

25 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
personally delivered via the following overnight courier service:_____.

26 //
27 //
28 //

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct, and that this declaration was executed on October 5, 2018, at Elk Grove,
3 California.

4 
5 Caitlyn A. Lopez
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd.
Suite #120
Elk Grove, CA 95624
Ph. (916) 525-0716
Fax (916) 760-3733
www.shimodalaw.com

April 6, 2023

For Online Filing:

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Insixiengmay v. Hyatt Corporation, et al.*

Dear Labor Commissioner,

I am writing this letter on behalf of my client, Janice Insixiengmay (“Plaintiff”) in order to amend our previously filed October 5, 2018 notice. By way of this notice, we are clarifying previously stated theories of liability and the scope of aggrieved employees the stated claims apply to. Notice to the relevant employer pursuant to California Labor Code section 2699.3 is also being provided as follow:

Hyatt Corporation dba Hyatt Regency Sacramento
c/o J. Scott Carr
Kabat Chapman & Ozmer LLP
333 S. Grand Avenue, Suite 2225
Los Angeles, CA 90071

We are setting forth the “facts and theories” to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Hyatt Corporation dba Hyatt Regency of Sacramento (hereinafter referred to as “Defendant”). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all aggrieved employees, pursuant to Labor Code section 2699(a). Specifically, aggrieved employees shall include, but is not limited to all non-exempt employees who are currently or were formerly employed by Defendant at the Hyatt Regency in Sacramento, California, at any time between October 4, 2017, and the present.

A. FACTS

Plaintiff has worked for Defendant since approximately April 22, 2015, as a non-exempt employee. Plaintiff and aggrieved employees were non-exempt employees who received various forms of non-discretionary remuneration, sick leave pay, overtime, and meal and/or rest period premiums. Plaintiff and aggrieved employees regularly worked over eight (8) hours in a day or forty (40) hours in a week, incurring overtime. Plaintiff and aggrieved employees were also prevented from taking all meal and rest periods they were entitled to, being paid meal and rest



period premiums on occasions. Defendant did not correctly incorporate the value of the non-discretionary remuneration into Plaintiff's and aggrieved employees' regular rate of pay when calculating overtime, meal and rest period premiums, or sick leave pay.

Defendant also failed to authorize and permit Plaintiff and aggrieved employees to take all uninterrupted thirty (30) minute meal periods and ten (10) minute rest periods owed to them, including second meal periods and third rest periods when they worked over ten hours in one shift. This was due in part to Defendant's failure to schedule other employees as relief to cover during meal and rest periods. Defendant failed to incorporate the value of all non-discretionary remuneration for the purpose of calculating Plaintiff's and aggrieved employees' regular rate of pay.

Defendant failed to provide Plaintiff and aggrieved employees with legally compliant paystubs. The paystubs Defendant issued did not itemize the accurate regular and overtime rates of pay, accurate missed meal and rest period premiums owed, accurate total hours worked, and gross and net wages earned. As a result, Plaintiff and aggrieved employees were not able to determine the total wages owed to them from their paystubs alone.

As a result of Defendant's policies, at the time of their termination or separation, aggrieved employees had amounts for overtime, sick leave pay, and meal and rest period premiums owing to them. To date, Defendant still has not paid all these wages owed to aggrieved employees.

B. ALLEGATIONS AND CHARGES

Count One – Violation of Labor Code §§ 510, 1194; IWC Wage Order 5, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees overtime for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay overtime for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiffs and aggrieved employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed to them. Plaintiff and all aggrieved employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

//

//



Count Two – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For the reasons stated above, Defendant failed to comply with these requirements with respect to Plaintiff and aggrieved employees. This is in violation of the law.

Count Three – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including overtime wages, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and aggrieved employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count Four – Violation of Labor Code § 558 and 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendant, by and through their agents, violated Plaintiff’s and aggrieved employees’ rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. This is against the law.

//

//



Count Five- Violation of Labor Code §§ 226.7 & 512 and Wage Order No. 5, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 5, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked. Labor Code section 512 and Wage Order No. 5, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and aggrieved employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendant also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count Six – Violation of Labor Code § 226.7 and Wage Order No. 5, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 5, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and aggrieved employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendant also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count Seven – Violation of Labor Code §§ 246, 247, 247.5, 248.5 (Failure to Provide Paid Sick Leave)

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked, effective July 1, 2015. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 (“HWHFA”) for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Defendant failed to abide by the HWHFA when it failed to appropriately calculate the rate at which sick leave was to be paid. Furthermore, Defendant’s accrual system did not actually provide the correct accrual rate and amount for Plaintiff and aggrieved employees. Plaintiff will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.

//



If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda & Rodriguez Law, PC

By: _____

Justin P. Rodriguez

JPR:et

cc: client (via electronic mail only)

1 *Insixiengmay v. Hyatt Corporation*
2 *Sacramento County Superior Court, Case No. 34-2018-00241994*

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Elias Tapia, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to the
7 above-entitled action.

8 On April 6, 2023, I served the following documents on the party below:

- 9 • **AMENDED PRIVATE ATTORNEYS GENERAL ACT LETTER**

10
11 J. Scott Carr (SBN 136706)
12 Kristapor Vartanian (SBN 275378)
13 KABAT CHAPMAN & OZMER LLP
14 333 S. Grand Ave., Ste. 2225
15 Los Angeles, CA 90071
16 Phone: (213) 493-3980
17 Fax: (404) 400-7333
18 Email: scarr@kcozlaw.com
19 kvartanian@kcozlaw.com

20 [XXX] [By Certified Mail] I am familiar with my employer’s practice for the collection and
21 processing of correspondence for mailing with the United States Postal Service and
22 that each day’s mail is deposited with the United States Postal Service that same day
23 in the ordinary course of business. On the date set forth above, I served the
24 aforementioned document(s) on the parties in said action by placing a true copy
25 thereof enclosed in a sealed envelope with postage thereon fully prepaid, for
26 collection and mailing on this date, following ordinary business practices, at Elk
27 Grove, California, addressed as set forth above.

28 [] [By Personal Service] By personally delivering a true copy thereof to the office
of the addressee above.

[] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
above. No error was reported by the e-mail service that I used.

[] [By Courier] By causing a true copy and/or original thereof to be
personally delivered via two day courier service:_____.

I declare under penalty of perjury under the laws of the State of California that the foregoing is
true and correct, and that this declaration was executed on April 6, 2023, at Elk Grove, California.


Elias Tapia

EXHIBIT D



www.cptgroup.com

Contact Name: Nick Day
 Vice President, Business Development
Corporate Headquarters
 50 Corporate Park, Irvine CA 92606
 NICK@CPTGroup.com
Direct Number: (213) 800-2697
Main Number: (800) 542-0900

CASE NAME: INSIXIENGMAY v HYATT CORPORATION

Date: March 24, 2023
Requesting Attorney: Brittany Berzin
Plaintiff or Defense: Plaintiff
Firm Name: Shimoda & Rodriguez Law
Telephone: (916) 525-0716
Email: bberzin@shimodalaw.com

All-In Settlement
Class Size: 1,078
Opt-Out Rate: 1.5%
No. of Checks Issued: 1,062
Postage Total: \$1,630.79
Grand Total: \$18,535.39
DISCOUNTED FLAT FEE: \$12,750.00

The services and numbers reflected herein are an estimate provided by counsel. If the actual services and number are different, our cost estimate will change accordingly.
 The attached Terms and Conditions are included as part of our cost proposal. By accepting our costs proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

Upon Intake of the Data, CPT will Scrub all Records to a Useable Format to Reduce Duplicates, Anomalies and Increase the Success Rate of Deliverability of the Class Notice. Class Members will be Assigned a Unique Mailing ID which will be Used Throughout Administration. Notice will be Translated into Spanish.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	7	\$665.00
Programming: Data Base Setup	\$150.00	7	\$1,050.00
Spanish Translation	\$1,200.00	1	\$1,200.00
TOTAL			\$2,915.00

DIRECT MAIL NOTICE

To Ensure Mailing to the Most Current Address Possible, CPT will Perform an Address Update via NCOA. CPT will Mail a Full-Length Notice & 1-Page Exclusion Form in English and Spanish.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
Print & Mail Notice Packets	\$1.50	1,078	\$1,617.00
First-Class Postage (up to 2 oz.)*	\$0.81	1,078	\$873.18
TOTAL			\$2,815.18

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

PROCESS RETURNED UNDELIVERABLE MAIL

Based On CPT's Historical Data, 6% of the Notices will be Returned Undeliverable. Upon Receipt, CPT will Perform a Skip Trace in an Attempt to Obtain a Current Address; Thus, 91% of the Notice Packets are Remailled.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	2	\$120.00
Update Undeliverable Mail Database	\$0.50	65	\$32.50
Skip Trace for Best Address	\$1.00	56	\$56.00
Print & Remail Notice Packets	\$1.50	51	\$76.50
First-Class Postage (up to 2 oz.)	\$0.81	51	\$41.31
TOTAL			\$326.31

OPT-OUT PROCESSING

CPT will Process and Validate all Opt-Outs and Other Responses from Class Members. Deficient Opt-Outs will Receive a Deficiency Notice by Mail and Provide an Opportunity to Cure. CPT will Scrub the Filed Opt-Outs to Eliminate Duplicates, Fraudulent, and Otherwise Invalid.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	1	\$150.00
Project Manager: Validate Opt-Out Requests	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out & Change of Address Processing	\$2.00	16	\$32.34
Print & Mail Deficiency/Dispute Notices	\$1.50	1	\$1.50
First-Class Postage (up to 1 oz.)	\$0.60	1	\$0.60
Review & Process Deficiency Responses	\$10.00	1	\$10.00
		TOTAL	\$349.44

TELEPHONE SUPPORT

CPT will Maintain a Toll-Free Phone Number with IVR Capabilities and Live Class Member Support Representatives During Normal Business Hours, Monday-Friday, 9:00 AM - 5:30 PM, PT. The Dedicated Case Phone Number will Remain Active Up to 120 Days After Disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	216	\$648.00
		TOTAL	\$948.00

SSN VERIFICATION

Verify SSN for Validity with IRS / IRS Backup Withholdings

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	1,062	\$106.18
		TOTAL	\$541.18

DISTRIBUTION SERVICES

CPT will Establish and Manage the Qualified Settlement Fund (QSF) for up to One Year After Disbursement. Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. CPT will Mail an 8.5"x11" MICR Check to Valid Claimants. CPT Uses a Payee Positive Pay System to Reconcile Checks Cashied and Conducts Monthly Account Reconciliations for the QSF.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	4	\$600.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	1,062	\$2,654.58
First-Class Postage (up to 1 oz.)*	\$0.60	1,062	\$637.10
		TOTAL	\$5,431.67

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

Any Check Returned Undeliverable is Skip Traced to Locate a Current Address and Remailed Accordingly. CPT will Process Requests for Check Reissues Continuously. CPT Prepares Annual Tax Reporting on Behalf of the QSF and Federal and State Taxes in Accordance with Current State and Federal Regulations. Upon the Conclusion of the Settlement, a Final Report and Declaration will be Provided to all Parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Account Reconciliation	\$150.00	10	\$1,500.00
Update Undeliverable Checks Database	\$0.50	85	\$42.50
Skip Trace for Best Address	\$1.00	85	\$85.00
Remail Undeliverable Checks	\$2.50	77	\$192.50
First-Class Postage (up to 1 oz.)	\$0.60	77	\$46.20
Re-Issue Checks as Required	\$5.00	54	\$270.00
First-Class Postage (up to 1 oz.)	\$0.60	54	\$32.40
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Unclaimed Funds Sent to Cy Pres	No Fee	1	No Fee
TOTAL			\$5,208.60

*CPT will file Federal and California taxes in accordance to current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

GRAND TOTAL \$18,535.39

These Terms and Conditions are made a part of, and incorporated by reference into, any cost proposal or Bid presented by CPT Group, Inc. to Client

1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
 - b) **"Approved Bank"** means a financial institution insured by the Federal Deposit Insurance Corporation with capital exceeding \$1 billion.
 - c) **"Case"** means the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the applicable Order.
 - d) **"Claims Administrator"** means CPT Group, Inc., a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
 - e) **"Client"** means collectively Plaintiff Counsel and Defense Counsel.
 - f) **"Client Content"** means all Class Member written document communications relating to the Case, including claim forms, opt-out forms, and objections, which contain Client Data.
 - g) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under this Agreement, as provided by Client.
 - h) **"Class Member"** means an individual who is eligible under the Settlement Agreement to receive a designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons so designated or addressed therein.
 - i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
 - j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more parties to the Case to carry out a legal obligation pursuant to the Case.
 - k) **"Defendant"** means the named party and/or parties in the Case against whom action is brought.
 - l) **"Defense Counsel"** means the attorney of record for the defendant(s) in the Case.
 - m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
 - n) **"Order"** means a Product purchase in a schedule, statement of work, addendum, exhibit, or amendment signed by Client and CPT.
 - o) **"Parties"** shall mean collectively Defendants, Defense and Plaintiff as defined in the Settlement Agreement or Court Order.
 - p) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
 - q) **"Plaintiff Counsel"** means the attorney of record for plaintiff Class Members in the Case.
 - r) **"Products"** means any and all CPT Services, and work products resulting from Services.
 - s) **"Qualified Settlement Fund"** means the entity as defined by Treasury Regulation section 4686-1 under which a bank account is established to receive settlement funds from the Defendant in the Case, which such funds are then disbursed by CPT according to the Settlement Agreement and pursuant to Court Order.
 - t) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
 - u) **"Software"** means any and all of CPT's proprietary applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
 - v) **"Settlement"** means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel, to resolve the Case to mutual satisfaction.
 - w) **"Settlement Agreement"** means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
 - x) **"Term"** means the term of the Agreement, as set forth in the Order.
 - y) **"Transmission Methods"** means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
 - z) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.
2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement and shall only transmit Client Data and/or Wire Instructions to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Instructions via email, facsimile, unprotected spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, and/or destroyed. Client further warrants that any Client Data and/or Wire Instructions it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
3. Security. The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information; (c) protect against unauthorized access to or use of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement and shall promptly inform the other Parties of such breaches.
4. CPT Obligations. Provided that Client complies with all provisions of Section "Client Obligations", CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Client Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Client.
5. Mutual Obligations.
- a) Resources. Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service.

If there is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order.

a) **Compelled Disclosure.** If receiving party is compelled to disclose information in the course of an administrative process or by other requirements of law, such party shall (i) promptly notify the other party, (ii) reasonably cooperate with the other party in such party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.

b) **Remedies.** If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.

b) **Incident Notification.** Each party will promptly inform the other parties in the event of a breach of Client Data in their possession and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.

6. **Qualified Settlement Fund Account.** At Client's request, CPT shall be authorized to establish one or more bank accounts at an Approved Bank. The amounts held at the Approved Bank under this Agreement are at the sole risk of Client. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.

7. **Fees and Payment.** Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and /or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly prescribes other payment dates. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.

8. **Term and Termination.**

a) **Term.** The Term is set forth in the Order. The Agreement may be renewed by mutual written agreement of the parties.

b) **Termination for Cause.** Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.

c) **Bankruptcy Events.** A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.

d) **Effect of Termination.** Immediately following termination of this Agreement, upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software, at no additional charge. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than four (4) years following the date of the final check cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.

e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

10. **Intellectual Property.** As between the parties, CPT will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.

11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, Covered CPT Parties") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.

12. **Warranties.** Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

13. **Liability.**

a) **Liability Cap.** EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.

b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

15. Miscellaneous Provisions.

- Case 2:18-cv-02993-TLN-DB Document 73-4 Filed 10/05/23 Page 81 of 98
- Agreement. CPT has the non-exclusive right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.
- a) Governance. This Agreement shall be governed by the laws of the State of California and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- f) Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this
- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

EXHIBIT E

Insixiengmay v. Hyatt Corporation dba Hyatt Regency of Sacramento - Costs

Date	Description	Amount
10-05-2018	Service Fee to Court - Complaint	\$ 40.00
10-05-2018	Payment to Court - Complaint Fee Superior Court	\$ 435.00
10-05-2018	Payment to LWDA - PAGA Filing Fee	\$ 75.00
10-05-2018	Payment to Court - Complex fee	\$ 1,000.00
10-05-2018	Certified Mail - PAGA Letter to Employers	\$ 24.60
10-06-2018	Administration/Copy Fee - Class Action	\$ 500.00
10-17-2018	One Legal Fee - Serve Complaint	\$ 40.00
10-23-2018	Service Fee to Court- POSOS	\$ 40.00
01-31-2019	Payment to DLSE for Records - documents for cases filed against Hyatt	\$ 143.64
05-14-2019	Service Fee to Court - Case Management Statement	\$ 40.00
11-15-2019	Service Fee Court - Case Management Statement	\$ 40.00
09-09-2020	Priority Mail - Plaintiff's Discovery Responses	\$ 7.15
12-03-2020	Service Fee to Court - Case Management Statement	\$ 40.00
06-15-2021	Payment for Records - related case documents (Crump v. Hyatt)	\$ 16.90
11-30-2021	Service Fee to Court - Case Management Statement	\$ 40.00
07-19-2022	Payment to iBridge for converting PDF data to Excel	\$ 8,692.10
08-14-2022	Mediation - Mediation Fee to Gig Kyriacou	\$ 9,750.00
08-29-2022	Transcript for Valerie Saito July 27, 2022 Deposition	\$ 1,121.74
09-14-2022	Transcript for Janice Insixiengmay July 28, 2022 Deposition	\$ 864.50
10-04-2022	Berger Consulting Invoice - Data & Damages Analysis	\$ 5,375.00
03-13-2023	Payment for Records - related case documents (Vigil v. Hyatt)	\$ 17.70
03-20-2023	Payment for Records - related case documents (Vigil v. Hyatt)	\$ 0.70
03-20-2023	Hotel for Mediation	\$ 234.66
03-20-2023	Mileage for Mediation	\$ 387.96
03-20-2023	Airport Parking for Mediation	\$ 36.00
03-20-2023	Transportation for Mediation	\$ 81.83
03-24-2023	Payment for Records - related case documents (Vigil v. Hyatt)	\$ 0.60
03-29-2023	Payment for Records - related case documents (Crump v. Hyatt)	\$ 1.00
04-06-2023	Certified Mail - Amended PAGA Letter	\$ 4.99
		\$29,051.07

EXHIBIT F

Case 2:18-cv-02993-TLN-DB Document 73-4 Filed 10/05/23 Page 85 of 98
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.. 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

EXHIBIT G

Shaniya Baird

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Thursday, October 5, 2023 4:07 PM
To: Shaniya Baird
Subject: Thank you for your Proposed Settlement Submission

10/05/2023 04:06:56 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT H

