

**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 June 1, 2023).

**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 <<SubClass1Weeks>> weeks in Subclass 1 (*i.e.*, between October 4, 2014 and June 2, 2019) and <<SubClass2Weeks>> weeks in Subclass 2 (*i.e.*, between June 3, 2019 and June 1, 2023), which means your total share of the class settlement is estimated to be \$<<EstSettAmt>>. 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 <<PAGAWeeks>> weeks during the PAGA Claim Period (*i.e.*, October 4, 2017 to June 3, 2023), which means your share of the PAGA Payment is estimated to be \$<<EstPAGAAmt>>.

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

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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 June 1, 2023. 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 June 1, 2023. 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

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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 May 24, 2024. 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 May 24, 2024. 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 May 24, 2024. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

*Insixiengmay v. Hyatt Corporation dba Hyatt Regency Sacramento*  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

If you submit a request to opt out which is not postmarked by May 24, 2024 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 May 24, 2024. 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 May 24, 2024. 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 September 19, 2024, at 2:00 p.m. 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 May 9, 2024, 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.cptgroupcaseinfo.com/HyattSacramentoSettlement](http://www.cptgroupcaseinfo.com/HyattSacramentoSettlement). 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.

Questions? Contact The Settlement Administrator Toll Free at 1(888) 801-2188

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**

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