

1 R. Rex Parris (SBN 96567)
rrparris@parrislawyers.com
2 Alexander R. Wheeler (SBN 239541)
awheeler@parrislawyers.com
3 Kitty K. Szeto (SBN 258136)
kszeto@parrislawyers.com
4 Ryan A. Crist (SBN 316653)
rcrist@parrislawyers.com

5 **PARRIS LAW FIRM**
43364 10th Street West
6 Lancaster, California 93534
T: (661) 949-2595 / F: (661) 949-7524

7 Attorneys for Plaintiff and the Putative Class

8 SEYFARTH SHAW LLP
9 Brian P. Long (SBN 232746)
bplong@seyfarth.com
10 601 South Figueroa Street, Suite 3300
Los Angeles, California 90017
11 T: (213) 270-9600 / F: (213) 270-9601

12 Michael Afar (SBN 298990)
mafar@seyfarth.com
13 2029 Century Park East, Suite 3500
Los Angeles, California 90067
14 T: (310) 277-7200 / F: (310) 201-5219

15 Attorneys for Defendant HYATT CORPORATION

16 UNITED STATES DISTRICT COURT
17 NORTHERN DISTRICT OF CALIFORNIA
18

19 CHRISTINE CRUMP, individually, and on
20 behalf of other members of the general public
similarly situated and on behalf of other
21 aggrieved employees pursuant to the California
Private Attorneys General Act,

22 Plaintiff,

23 v.

24 HYATT CORPORATION, an unknown
25 business entity; and DOES 1 through 100,
inclusive,

26 Defendants.
27
28

Case No. 4:20-cv-00295-HSG

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE OF CLAIMS**

Complaint Filed: December 6, 2019
FAC Filed: August 5, 2020

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1 This Joint Stipulation of Class Action Settlement Agreement and Release of Claims
2 (“Agreement”) is made and entered into between: (1) Plaintiff Christine Crump (“Plaintiff”),
3 individually and on behalf of all current and former non-exempt, hourly employees working for
4 Defendant Hyatt Corporation in California at any time between December 6, 2015 through June 9, 2019
5 (“Class”); and, (2) Defendant Hyatt Corporation (“Defendant” or “Hyatt”) (collectively, the “Parties”),
6 subject to approval from the Court, as provided below.

7 This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and
8 settle the Action (as defined below) and the Released Claims (as defined below), upon and subject to the
9 terms and conditions hereof, as follows:

10 1. DEFINITIONS

11 As used herein, for the purposes of this Agreement only, the following terms shall be defined as
12 set forth below:

13 1.1. **“Action”** refers to the civil action entitled: *Christine Crump v. Hyatt*
14 *Corporation; DOES 1 through 100*, removed to the United States District Court for the Northern District
15 of California as Case No. 4:20-cv-00295-HSG, and filed as Case No. RG19046036 in Alameda Superior
16 Court. The Action was filed as a class action and representative action.

17 1.2. **“Agreement”** refers to this Joint Stipulation of Class Action Settlement
18 Agreement and Release of Claims, which includes all of the Recitals and the Exhibits attached hereto.

19 1.3. **“Class”** refers to all current and former non-exempt, hourly employees working
20 for Defendant in California at any time between December 6, 2015 through June 9, 2019.

21 1.4. **“Class Counsel”** refers to Edwin Aiwasian of Lawyers for Justice, PC, and R.
22 Rex Parris, Alexander R. Wheeler, Kitty K. Szeto, and Ryan A. Crist of Parris Law Firm. For purposes
23 of providing any notices required under this Agreement, Class Counsel shall refer to Kitty K. Szeto
24 (kszeto@parrislawyers.com), 43364 10th Street West, Lancaster, California 93534.

25 1.5. **“Class Member(s)”** refers to any individual that is a member of the Class.

26 1.6. **“Class Period”** refers to the period of December 6, 2015 through the date the
27 Court enters a Preliminary Approval Order, as defined in this Agreement. The Class Period is based on
28

1 a four-year statute of limitations period for state law claims, beginning on the date the Action was filed
2 on December 6, 2019.

3 1.7. **“Class Representative”** refers to the named Plaintiff in the Action, Christine
4 Crump.

5 1.8. **“Class Representative Incentive Payment”** refers to any payment, subject to
6 Court approval, to the Class Representative from the Gross Settlement Amount in recognition of the
7 efforts and work in prosecuting the Action on behalf of the Class Members.

8 1.9. **“Complaint”** refers to the original Complaint filed on December 6, 2019, the
9 operative First Amended Complaint filed on August 5, 2020, and the proposed Second Amended
10 Complaint, in this Action.

11 1.10. **“Weeks Worked”** refers to any weeks when a Class Member worked for
12 Defendant during the Class Period, as reflected on Defendant’s records.

13 1.11. **“Defendant”** refers to Defendant Hyatt Corporation

14 1.12. **“Defendant’s Counsel”** refers to Seyfarth Shaw LLP. For purposes of providing
15 any notices required under this Agreement, Defendant’s Counsel shall refer to Brian P. Long
16 (bplong@seyfarth.com), Seyfarth Shaw LLP, 601 S. Figueroa St., Suite 3300, Los Angeles California
17 90071; and Michael Afar (mafar@seyfarth.com), Seyfarth Shaw LLP, 2029 Century Park East, Suite
18 3500, Los Angeles, California 90067.

19 1.13. **“Effective Date”** refers to the day after the date by which the last of the following
20 has occurred: (a) all conditions of Settlement have been satisfied; (b) the Court has entered and filed the
21 Final Approval Order and Judgment; and (c) the time period for appeal of the Judgment has been
22 exhausted without any appeals having been filed, and/or all such appeals have been voluntarily or
23 involuntarily dismissed, and/or the appropriate appellate court or courts have entered a final judgment
24 affirming the Final Approval Order and Judgment of the Court and the final judgment of such appellate
25 court or courts is no longer subject to any further appellate challenge or procedure. The Parties agree
26 that only the Parties and/or Class Members who file a valid and timely Objection maintain the right to
27 appeal.
28

1 1.14. **“Final Approval Order”** refers to the final order by the Court approving the
2 Settlement following the Final Fairness Hearing.

3 1.15. **“Final Fairness Hearing”** refers to the hearing at which the Court will make a
4 final determination whether the terms of the Agreement are fair, reasonable, and adequate for the Class
5 and meet all applicable requirements for Final Approval.

6 1.16. **“Gross Settlement Amount”** refers to the maximum settlement payment
7 Defendant may be obligated to make in connection with the Settlement or Agreement, which in this case
8 is no more than \$990,000. This sum shall include all Individual Settlement Payments made to Class
9 Members, all administration costs, the employees’ share of payroll taxes, the Class Representative
10 Incentive Payment, the LWDA Payment (as defined below), interest, and attorneys’ fees and costs as set
11 forth below. The Gross Settlement Amount shall not include the employer’s share of payroll taxes in
12 connection with the wage-related portions of the Individual Settlement Payments to Class Members.
13 Defendant will separately pay the employer’s share of the payroll taxes in connection with the wage-
14 related portions of the Individual Settlement Payments to Class Members.

15 The Gross Settlement Amount is a material term of this Agreement. To the extent
16 Plaintiff or the Court seeks to require Defendant to pay more than the Gross Settlement Amount as part
17 of this Settlement or Agreement, Defendant shall retain the right, in the exercise of its sole discretion, to
18 nullify the Settlement or Agreement.

19 1.17. **“Individual Settlement Payment”** refers to the amount calculated by the
20 Settlement Administrator to be distributed to each individual Class Member, based on Weeks Worked.
21 The Individual Settlement Payment shall be paid from the Net Settlement Amount and shall include the
22 employee’s share of payroll taxes and withholdings.

23 1.18. **“Judgment”** refers to the final judgment by the Court approving the Settlement.

24 1.19. **“LWDA Payment”** refers to a payment out of the Gross Settlement Amount of
25 \$50,000, which shall be allocated as \$37,500 to the California Labor & Workforce Development
26 Agency (“LWDA”) as the LWDA’s share of the settlement of civil penalties paid under this Agreement
27 pursuant to the PAGA, and as \$12,500 to the Net Settlement Amount for distribution to the Class
28 Members.

1 1.20. **“Net Settlement Amount”** refers to the Gross Settlement Amount minus all
2 administration costs, the Class Representative Incentive Payment, the LWDA Payment, and attorneys’
3 fees and costs. The Net Settlement Amount shall include all Individual Settlement Payments due to
4 Class Members, including the employees’ share of payroll taxes. The Net Settlement Amount is the
5 maximum amount that shall be available for distribution to Class Members.

6 The Net Settlement Amount is a material term of this Agreement. To the extent Plaintiff
7 or the Court seeks to require Defendant to pay more than the Net Settlement as part of this Settlement or
8 Agreement, Defendant shall retain the right, in the exercise of its sole discretion, to nullify the
9 Settlement or Agreement.

10 1.21. **“Notice of Class Action Settlement”** refers to the Notice of Class Action
11 Settlement, substantially in the form attached as Exhibit A.

12 1.22. **“Objection”** refers to a timely, written, signed objection by a Class Member who
13 elects to object to the Settlement, substantially in the form detailed in the Notice of Class Action
14 Settlement.

15 1.23. **“Parties”** refer to (1) Plaintiff Christine Crump, individually and on behalf of all
16 current and former non-exempt, hourly employees working for Defendant in California at any time
17 between December 6, 2015 through June 9, 2019; and, (2) Defendant Hyatt Corporation.

18 1.24. **“Plaintiff”** refers to Christine Crump.

19 1.25. **“Preliminary Approval Order”** refers to the order issued and entered by the
20 Court following a Motion for Preliminary Approval of the Settlement and this Agreement.

21 1.26. **“Released Claims”** refers to those claims defined in Section 6 of this Agreement.
22 The Released Claims shall apply to all Class Members who do not file a Request for Exclusion (as
23 defined in this Agreement). The scope of the Released Claims is a material term of this Agreement. To
24 the extent Plaintiff or the Court seeks to modify the scope of the Released Claims in order to make it
25 more narrow, Defendant shall retain the right, in the exercise of its sole discretion, to nullify the
26 Settlement or Agreement.

27 1.27. **“Released Parties”** refers to Defendant and its current or former subsidiaries
28 (including, but not limited to, Select Hotels Group LLC), parents, affiliates, predecessors, insurers,

1 agents, employees, successors, assigns, officers, officials, directors, attorneys, personal representatives,
2 executors, and shareholders, including their respective pension, profit sharing, savings, health, and other
3 employee benefits plans of any nature, the successors of such plans, and those plans' respective current
4 or former trustees and administrators, agents, employees, and fiduciaries.

5 1.28. **“Request for Exclusion”** refers to a timely, written, signed opt-out request by
6 someone who otherwise would be a Class Member who elects to be excluded from the Class,
7 substantially in the form attached as Exhibit B to this Agreement.

8 1.29. **“Settlement”** refers to terms of this Agreement, which includes the Recitals and
9 the Exhibits attached hereto.

10 1.30. **“Settlement Administrator”** refers to the third party administrator, who has been
11 mutually selected by the Parties, subject to Court approval, to perform the notice, claims administration,
12 and distribution of payment functions further described in this Agreement. The Settlement
13 Administrator shall establish its own employer identification number and file an Internal Revenue
14 Service Form W-9. The Settlement Administrator shall meet all of the requirements to establish a
15 Qualified Settlement Fund (“QSF”) pursuant to U.S. Treasury Regulation Section 468B-1.

16 1.31. **“Settlement Class”** refers to all Class Members who do not file a timely and
17 valid opt-out Request for Exclusion.

18 2. PROCEDURAL HISTORY AND RECITALS

19 2.1. **Causes Of Action.** On December 6, 2019, Plaintiff filed her original Complaint
20 against Defendant on behalf of the Class. The Complaint was removed to federal court based on
21 jurisdiction under the Class Action Fairness Act. On August 5, 2020, Plaintiff filed a First Amended
22 Complaint on behalf of the Class. Plaintiff asserted nine causes of action in her First Amended
23 Complaint against Defendant: (1) “Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid
24 Meal Period Premiums)”; (2) “Violation of California Labor Code §§ 226.7 (Unpaid Rest Period
25 Premiums)”; (3) “Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum
26 Wages)”; (4) “Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid)”;
27 (5) “Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment)”;
28 (6) “Violation of California Labor Code §226(a) (Non-Complaint Wage Statements)”; (7) “Violation of

1 California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records)”; (8) “Violation of
2 California Business & Professions Code §§ 17200, *et seq.*”; and (9) “Violation of California Labor Code
3 § 2698, *et seq.*(California Labor Code Private Attorney General Act of 2004).” Like the original
4 Complaint, the First Amended Complaint sought unpaid wages, actual damages, statutory damages,
5 monetary damages, interest, statutory penalties, civil penalties, liquidated damages, restitution,
6 declaratory and injunctive relief, equitable relief, pre-judgment interest, and attorneys’ fees and costs.

7 **2.2. The Parties Have Engaged In Extensive Discovery.** During the litigation of
8 this Action, the Parties have engaged in extensive written discovery. Defendant served a Notice of Oral
9 Deposition and completed Plaintiff’s deposition. Defendant also served a Demand for Production of
10 Documents, and received documents from Plaintiff. Plaintiff also propounded multiple sets of
11 Interrogatories and Demands for Production against Defendant, and received responses from Defendant.
12 Plaintiff served a notice of deposition of Defendant under Rule 30(b)(6), and completed that deposition.
13 The parties also took the depositions of various expert witnesses and class declarants.

14 **2.3. Class Counsel’s Investigation.** Class Counsel investigated the claims against
15 Defendant in the Action and also analyzed all applicable defenses raised by Defendant. The
16 investigation included review of documents produced during discovery, deposition of Plaintiff,
17 deposition of Defendant’s corporate witness, depositions of putative class member declarants,
18 depositions of Plaintiff’s retained experts, several conferences between Class Counsel and Defendant’s
19 Counsel, conferences between the Parties and the Court, and Class Counsel’s further interviews of the
20 Class Representative and other Class Members. Class Counsel believed it had obtained enough
21 information to file a Motion For Class Certification and subsequently filed a Motion for Class
22 Certification on May 6, 2021. Similarly, Defendant’s Counsel similarly believes it had obtained enough
23 information to file an Opposition to Plaintiff’s Motion for Class Certification, which it filed on July 15,
24 2021.

25 **2.4. Defendant’s Denials.** Defendant denied and continues to deny: (a) all of the
26 allegations made by the Class Representative or the Class in the Action; (b) that it violated any
27 applicable laws; (c) that it is liable or owes damages, penalties, or other compensation or remedies to
28 anyone with respect to the alleged facts or claims asserted in the Action; and, (d) that class certification

1 or representative treatment of the Action or any alleged claim is proper. Defendant emphasizes that the
2 Court has not made any findings of liability as to Defendant and the Court has not determined that Class
3 certification is warranted in this Action.

4 Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever and
5 without admitting or conceding that class certification or representative treatment is appropriate for any
6 purpose other than settlement purposes alone, Defendant has agreed to settle the Action on the terms and
7 conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing the
8 Action. Any stipulations or statements by Defendant contained in this Agreement are made for
9 settlement purposes only.

10 **2.5. Class Counsel's Evaluation.** Based on Class Counsel's investigation and
11 evaluation, Class Counsel is of the opinion that the terms set forth in this Agreement are fair, reasonable,
12 adequate, and in the best interest of the Class Members. Class Counsel diligently and effectively
13 investigated Plaintiff's claims, drafted the Complaint, interviewed witnesses, prepared and responded to
14 discovery, reviewed and analyzed documents produced, prepared for and defended the deposition of the
15 Class Representative, and filed a Motion for Class Certification. Class Counsel concluded that the
16 Settlement reflected in this Agreement is in the best interests of the Class, after reviewing Plaintiff's
17 deposition transcript, completing interviews with potential Class Members, reviewing Defendant's
18 policies, conferring with Defendant's Counsel regarding Defendant's arguments in support of an
19 Opposition to the Motion for Class Certification, and evaluating the risk that further litigation might
20 result in Plaintiff not recovering anything at all was a very significant factor in determining that this
21 Agreement is fair, reasonable, and adequate.

22 **2.6. Second Amended Complaint.**

23 As a condition of the Settlement, Plaintiff will file a Second Amended Complaint to conform the
24 pleadings with the scope of the release, and specifically, to plead class and representative allegations
25 based on the Released Claims based on a theory of alleged unlawful rounding of time, as well as
26 derivative claims based on rounding including violation of California Labor Code Sections 203, 204,
27 226, 1174, and penalties under PAGA, the draft of which is attached hereto as Exhibit C. Defendant
28 will not be required to file an answer or other responsive pleading to the Second Amended Complaint.

1 If, for any reason, the Court does not grant Final Approval, or if the Settlement or Judgment does not
2 become binding for any reason, then the Second Amended Complaint will be deemed withdrawn and the
3 First Amended Complaint, filed August 5, 2020, will again become the operative complaint without
4 prejudice to Plaintiff's right to seek leave to file another amended complaint. Defendant does not
5 impliedly or expressly waive any arguments or defenses to the Second Amended Complaint.

6 **2.7. The Parties' Intent.** It is the desire of the Parties to fully, finally, and forever
7 settle, compromise, and discharge any and all claims, rights, demands, charges, complaints, causes of
8 action, obligations or liability of any and every kind that were or could have been asserted in the Action,
9 to the extent that such claims arise out of the alleged facts, circumstances, and occurrences underlying
10 the allegations as set forth in the claims filed in the Second Amended Complaint in the Action.

11 **2.8. Certification of Settlement Classes.** This Agreement is contingent upon
12 approval of class certification under Fed. R. Civ. P. Rule 23 by the Court of the Settlement Class for
13 settlement purposes only. Defendant does not waive, and instead expressly reserves, its right to
14 challenge the propriety of class certification, collective action certification, or representative treatment
15 for any other purpose should the Court not approve the Settlement or this Agreement.

16 **2.9. The Parties' Agreement to Cooperate.** The Parties agree to cooperate and to
17 take all steps necessary and appropriate to effectuate all aspects of this Agreement and to obtain a
18 Preliminary Approval Order and Final Approval Order of this Settlement.

19 **NOW THEREFORE**, in consideration of the covenants and agreements set forth herein, and of
20 the release of all Released Claims, the Parties stipulate and agree to the terms and provisions of this
21 Settlement and Agreement, subject to the approval of the Court.

22 **3. NOTICE TO CLASS MEMBERS**

23 **3.1. Settlement Administrator.** The Parties request that the Court appoint Phoenix
24 Class Action Administration Solutions as Settlement Administrator. The Parties agree that settlement
25 administration costs shall not exceed \$85,000, based on a written bid received from the Settlement
26 Administrator. All disputes relating to the Settlement Administrator's performance of its duties, after
27 good-faith efforts by the Parties to first resolve such disputes, will be referred to the Court, if necessary,
28

1 which will have continuing jurisdiction over this Agreement until all payments and obligations
2 contemplated by this Agreement have been fully completed.

3 **3.2. Class Data For Settlement Administrator.** Within 14 calendar days of the entry
4 of a Preliminary Approval Order of this Agreement, Defendant shall provide to the Settlement
5 Administrator with the following information: (1) name of each Class Member; (2) most current known
6 address of each Class Member; (3) social security number of each Class Member; and (4) the dates of
7 employment during the Class Period for each Class Member, in order to determine the total number of
8 Weeks Worked by each Class Member during the Class Period.

9 **3.3. Confidentiality Of Class Member Contact Information And Data.** The
10 contact information is being provided confidentially, and the Settlement Administrator shall treat the
11 information as private and confidential and take all necessary precautions to maintain the confidentiality
12 of contact information of the Class Member. This information is to be used only to carry out the
13 Settlement Administrator's duties as specified in this Settlement Agreement. The Settlement
14 Administrator shall return the class data to Defendant or confirm its destruction upon completion of the
15 Settlement Administrator's duties in administering the Settlement.

16 **3.4. Mailing Of Notice Of Class Action Settlement And Request For Exclusion.**
17 The Settlement Administrator shall mail the Notice of Class Action Settlement, and Request for
18 Exclusion, to Class Members within 14 calendar days of receiving the Class Member data from
19 Defendant. The Settlement Administrator shall send the Notice of Class Action Settlement, and Request
20 for Exclusion to Class Members via First Class U.S. Mail, using the most current, known mailing
21 address for each Class Member based on information provided by Defendant. Upon receipt of this
22 information from Defendant, the Settlement Administrator shall perform a search based on the National
23 Change of Address Database maintained by the United States Postal Service to update and correct any
24 known or identifiable address changes.

25 **3.4.1 Re-mailing Of Returned Notices.** Any mailing returned to the
26 Settlement Administrator as undeliverable shall be sent within 3 business days via First Class U.S. Mail
27 to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement
28 Administrator shall attempt to determine the correct address by again using the National Change of

1 Address Database maintained by the United States Postal Service to update and correct any known or
2 identifiable address changes. Following this procedure, the Settlement Administrator shall perform a
3 single re-mailing via First Class U.S. Mail within 3 business days.

4 3.4.2 **Content Of The Notice Of Class Action Settlement.** The Notice of
5 Class Action Settlement shall be substantially in the form attached as Exhibit A to this Agreement.

6 3.4.3 **Content Of The Request For Exclusion.** The Request for Exclusion
7 shall be substantially in the form attached as Exhibit B to this Agreement.

8 3.5. **Proof Of Mailing.** At least 5 calendar days prior to the Final Fairness Hearing,
9 the Settlement Administrator shall provide a declaration of due diligence and proof of mailing with
10 regard to mailing of the Notice of Class Action Settlement to Class Counsel and Defendant’s Counsel,
11 which they shall in turn provide to the Court.

12 **4. CLASS MEMBERS’ OPTIONS TO RESPOND**

13 4.1. **Class Members’ Consideration Period.** Class Members shall be provided 30
14 calendar days to exercise any rights with regard to the Settlement, following the postmark date of the
15 initial mailing of the Notice of Class Action Settlement and the Request for Exclusion. Except as
16 specifically provided herein, no Class Member responses of any kind that are postmarked more than 30
17 calendar days after the initial mailing of Class Notice shall be considered. Responses from Class
18 Members must be postmarked for mail with the U.S. Postal Service. Responses sent by facsimile, email,
19 or other forms of electronic transmission will not be considered.

20 4.2. **Request for Exclusion and Opt Out Rights.** Class Members shall be given the
21 opportunity to opt out of the Settlement.

22 4.2.1 **Opt Out Procedures.** Class Members may opt out of the Settlement by
23 mailing to the Settlement Administrator a Request for Exclusion, substantially in the form attached as
24 Exhibit B. Any such Request for Exclusion must be postmarked not more than 30 calendar days after
25 the postmark date of the initial mailing of the Notice of Class Action Settlement and the Request for
26 Exclusion. To be a valid Request for Exclusion, a Class Member must provide his or her name (and
27 former names, if any), current address, and current telephone number. Any Request for Exclusion that
28 does not include all of the required information or that is not submitted in a timely manner will be

1 deemed null, void, and ineffective. If there is a dispute regarding the timeliness or validity of a Request
2 for Exclusion, the Settlement Administrator shall make the determination, after consultation with Class
3 Counsel and Defense Counsel. Requests for Exclusion from Class Members must be postmarked for
4 mail with the U.S. Postal Service. Requests for Exclusion sent by facsimile, email, or other forms of
5 electronic transmission will not be considered.

6 **4.2.2 Effect of Opt Out.** Any Class Member who opts out of the Settlement
7 may not object to the Settlement, shall not receive any Individual Settlement Payment, and shall not be
8 bound by the Released Claims provisions in this Agreement. If a Class Member submits both a Request
9 for Exclusion and an Objection, the Class Member's Objection will be valid and be deemed to invalidate
10 the Request for Exclusion.

11 Each Class Member who does not opt out of the Settlement shall be bound by the
12 applicable Released Claims provisions in this Agreement, including the Released Claims.

13 **4.2.3 Defendant's Rights to Withdraw.** Defendant has the right, at its sole
14 option, to withdraw from this Settlement or Agreement if the number of Class Members opting out
15 exceeds five percent (5%) of the total number of Class Members. These rights to withdraw are material
16 terms of the Agreement and Defendant has the right, at its sole option, to withdraw from this Agreement
17 if either of these material terms are not approved by the Court. If Defendant exercises this right to
18 withdraw, it will be responsible for all Settlement Administration Costs incurred by the Administrator.

19 **4.3. Objection Rights.** Because the Settlement Class will be certified by the Court,
20 only Class Members who do not opt out of the Settlement shall be entitled to object to the terms of the
21 Settlement.

22 **4.3.1 Objection Procedures.** Class Members' objections to the Settlement or
23 this Agreement must be made using the procedures set forth in the Notice of Class Action Settlement.
24 Any Objection must be sent to the Settlement Administrator and postmarked no later than 30 days after
25 the first postmark date of mailing the Notice of Class Action Settlement. An Objection shall be deemed
26 to be submitted as of the postmarked date. The written Objection must contain: (1) the name and case
27 number of this lawsuit *Christine Crump v. Hyatt Corporation, et al.*, United States District Court for the
28 Northern District of California, Case No. 4:20-cv-00295-HSG; (2) the full name, last four digits of their

1 Social Security Number, and current address of the Class Member making the Objection; (3) the specific
2 reason(s) for the Objection; and (4) any and all evidence and supporting papers (including, without
3 limitation, all briefs, written evidence, and declarations) for the Court to consider. Class Members who
4 submit an Objection remain bound by this Agreement.

5 Objections from Class Members must be postmarked for mail with the U.S. Postal
6 Service. Objections sent by facsimile, email, or other forms of electronic transmission will not be
7 considered.

8 **4.3.2 Obligations of Individuals Who Submit an Objection.** Class Members
9 who timely submit an Objection must be available for deposition within 75 miles of the address of the
10 Court if Plaintiff or Defendant chooses to take their deposition. Any Class Member who timely submits
11 an Objection and refuses to be available for deposition shall be deemed to have withdrawn his or her
12 Objection. Class Members who timely submit an Objection shall have the right to appear at the Final
13 Fairness Hearing either in person or through counsel, but must state their intent to do so at the time they
14 submit their written Objection. Class Members may withdraw their Objections at any time.

15 **4.3.3 Waiver of Objection Rights.** Class Members who fail to make
16 Objections in the manner specified in the Notice of Class Action Settlement shall be deemed to have
17 waived any Objections and shall be foreclosed from making any Objection, whether by appeal or
18 otherwise, to this Agreement.

19 **4.4. Proof of Class Members' Responses.** By not later than 75 calendar days after
20 the initial mailing of the Notice of Class Action Settlement and Request for Exclusion, the Settlement
21 Administrator will prepare and submit a declaration attesting to (by number of relevant individuals) its
22 mailing of the Notice of Class Action Settlement, its inability to deliver any mailing due to invalid
23 addresses, and its receipt of valid Requests for Exclusion. Five calendar days prior to the Final Fairness
24 Hearing, the Settlement Administrator will prepare a supplemental declaration to submit to the Court, to
25 indicate the number of valid timely claims, objections, and opt out Requests for Exclusion to the extent
26 any of those numbers changed from the initial declaration.

27 **4.5. Binding Effect of Settlement.** Although some Class Members might not receive
28 or timely submit the Notice of Class Action Settlement or the Request for Exclusion, as provided under

1 this Settlement and Agreement, due to inability to locate their current address following the procedures
2 set forth in this Agreement, such individuals shall nonetheless be bound by all of the terms of this
3 Settlement and Agreement and the Final Order and be mailed their Individual Settlement Payment.

4 **5. DISTRIBUTION OF SETTLEMENT PROCEEDS**

5 **5.1. Gross Settlement Amount.** Defendant agrees to pay up to a maximum potential
6 Settlement Amount of \$990,000. The \$990,000 Gross Settlement Amount refers to the maximum
7 settlement payment Defendant may be obligated to make in connection with the Settlement or
8 Agreement, and shall include all Individual Settlement Payments made to Class Members, all
9 administration costs, the employees' share of payroll taxes, the Class Representative Incentive Payment,
10 the LWDA Payment, and attorneys' fees and costs. Fifty percent (50%) of the Gross Settlement
11 Amount shall be funded ten (10) calendar days after the Effective Date ("Initial Funding"), and the
12 remaining 50% shall be paid six months later ("Second Funding").

13 **5.2. Attorneys' Fees and Costs.** Class Counsel intends to request—and Defendant
14 agrees not to oppose—that the Court approve an attorneys' fees and costs award for (a) attorneys' fees
15 in an amount up to 35% of the Gross Settlement Amount (or \$346,500) and (b) costs in the amount of up
16 to \$100,000, supported by adequate documentation by Class Counsel. Except as provided in this
17 Agreement, Defendant shall have no liability for any other attorneys' fees or costs.

18 **5.2.1 Approval of Attorneys' Fees and Costs Award Not Material.** The
19 Court's approval of an attorneys' fees or costs award is not a material term of the Settlement or this
20 Agreement. If the Court does not approve or approves only a lesser amount than that requested by Class
21 Counsel for attorneys' fees or costs, the other terms of the Settlement and this Agreement shall still
22 apply. The Court's refusal to approve the attorneys' fees or costs award requested by Class Counsel
23 does not give the Class Representative, the Class Members, or Class Counsel any basis to abrogate the
24 Settlement or this Agreement. Any amount of an attorneys' fees and costs award requested by Class
25 Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount.

26 **5.2.2 Timing of Payment of Attorneys' Fees and Costs.** The Settlement
27 Administrator shall pay to Class Counsel 50% of any approved attorneys' fees and costs award within 5
28 calendar days after the Initial Funding of the Gross Settlement Amount as set forth in Section 5.1 and

1 50% of the remaining approved attorneys' fees and costs within 5 calendar days after the Second
2 Funding. Class Counsel agrees that Class Counsel is responsible for allocating this payment among
3 themselves and any other counsel for Plaintiff settling claims through this Agreement. The Settlement
4 Administrator shall issue an Internal Revenue Service Form 1099 to Class Counsel for any attorneys'
5 fees and costs award payment. Class Counsel shall be solely and legally responsible for paying all
6 applicable taxes on any attorneys' fees and costs award payments and shall hold harmless Defendant
7 from any claim or liability for taxes, penalties, or interest arising as a result of the payment.

8 **5.3. Class Representative Incentive Payment.** Class Counsel intends to request—
9 and Defendant agrees not to oppose—that the Court approve a Class Representative Incentive Payment
10 of up to \$10,000 for the Class Representative, for her additional participation in the Action, including
11 appearing for deposition, and such payments shall not be subject to payroll taxes or withholdings. Any
12 Class Representative Incentive Payment is in addition to the Class Representative's Individual
13 Settlement Payment.

14 **5.3.1 Class Representative Incentive Payment Not Material.** The Court's
15 approval of a Class Representative Incentive Payment is not a material term of the Settlement or this
16 Agreement. If the Court does not approve or approves only a lesser amount than that requested by Class
17 Counsel for a Class Representative Incentive Payment, the other terms of the Settlement and this
18 Agreement shall apply. The Court's refusal to approve the Class Representative Incentive Payment
19 requested by Class Counsel does not give the Class Representative or Class Counsel any basis to
20 abrogate the Settlement or this Agreement. Any amount of a Class Representative Incentive Payment
21 requested by Class Counsel but unapproved by the Court shall be allocated to the Net Settlement
22 Amount.

23 **5.3.2 Timing of Class Representative Incentive Payment.** The Settlement
24 Administrator shall pay to the Class Representative any approved Class Representative Incentive
25 Payments within 5 calendar days after the Initial Funding of the Gross Settlement Amount set forth in
26 Section 5.1. The Settlement Administrator shall issue an IRS Form 1099 to the Class Representative for
27 any Class Representative Incentive Payments. The Class Representative shall be solely and legally
28 responsible for paying all applicable taxes on any Class Representative Incentive Payments and shall

1 hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of
2 the payment.

3 **5.4. Settlement Administration Costs.** Class Counsel intends to request—and
4 Defendant agrees not to oppose—that the Court approve Settlement Administration Costs of up to
5 \$85,000. Upon completion of administration of the Settlement, the Settlement Administrator shall
6 provide written certification of such completion to Class Counsel and Defendant’s Counsel. The Parties
7 agree to cooperate in the settlement administration process and to make all reasonable efforts to control
8 and to minimize settlement administration costs.

9 **5.5. LWDA Payment.** The Parties will seek approval for a Private Attorneys General
10 Act (“PAGA”) payment out of the Gross Settlement Amount of \$50,000, which shall be allocated as
11 \$37,500 to the LWDA as the LWDA’s share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA, and as \$12,500 to the Net Settlement Amount for distribution to the
13 Class Members.

14 **5.5.1 Modification Of LWDA Payment Not Material.** The Court’s reduction
15 or increase of an LWDA Payment is not a material term of the Settlement or this Agreement. If the
16 Court approves a lesser amount or a higher amount than that requested by Class Counsel for the LWDA
17 Payment, the other terms of the Settlement and this Agreement shall apply. The Court’s reduction or
18 increase of the LWDA Payment requested by Class Counsel does not give the Class Representative or
19 Class Counsel any basis to abrogate the Settlement or this Agreement.

20 However, the Court’s approval of an LWDA Payment is a material term of the
21 Settlement or this Agreement. If the Court does not approve an LWDA Payment set forth in this
22 Agreement, then the LWDA Payment shall be made in the amount required by the Court. If the Court
23 requires the LWDA Payment to be higher than as stated in this Agreement, the additional funds for the
24 LWDA Payment shall be taken from the Gross Settlement Amount. Thus, the Gross Settlement Amount
25 shall not be increased if the Court requires a larger LWDA Payment.

26 **5.6. Individual Settlement Payments From the Net Settlement Amount.** This
27 Settlement shall be a non-reversionary Settlement. Each Class Member who does not opt out of the
28

1 Settlement shall be entitled to an Individual Settlement Payment consisting of their share of the Net
2 Settlement Amount, in accordance with the formula set forth below.

3 **5.6.1 Individual Settlement Calculations and Payments.** Each Class Member
4 will be eligible to receive a portion of the Net Settlement Amount in accordance with the following
5 formula:

6 Each Class Member’s potential share of the Net Settlement Amount will
7 be calculated by dividing the number of Weeks Worked by the Class
8 Member by all Weeks Worked during the Class Period by all Class
9 Members, multiplied by the Net Settlement Amount [*i.e.*, (individual
Weeks Worked ÷ total Weeks Worked by Class Members) x Net
Settlement Amount].

10 **5.6.2 Disputes Regarding Weeks Worked.** The Notice of Class Action
11 Settlement will list each Class Member’s number of Weeks Worked during the Class Period, for
12 purposes of determining the Individual Settlement Payment. If a Class Member disputes the number of
13 Weeks Worked on the Notice of Class Action Settlement, the Class Member must produce, by no later
14 than ten (10) days from the date the Notice of Class Action Settlement is postmarked, evidence to the
15 Settlement Administrator showing that such information is inaccurate. All disputes will be decided
16 within seven (7) business days from the date the dispute is received by the Settlement Administrator.
17 The Settlement Administrator shall have the authority to determine the outcome of any disputes, but
18 may contact Class Counsel and/or Defendant’s Counsel to seek their input.

19 **5.7. Distribution of Individual Settlement Payments.** Each Class Member’s portion
20 of the Net Settlement Amount shall be distributed as two checks. The first check shall be distributed
21 following the Initial Funding of the Gross Settlement Amount and the second check shall be distributed
22 following the Second Funding of the Gross Settlement Amount as set forth in Section 5.1.

23 **5.7.1 Settlement Checks.** The settlement checks shall be for the amount of
24 each Class Member’s Individual Settlement Payment. The first check will include language indicating
25 that endorsing and cashing the check will constitute a release of the Released Claims. The language to
26 be included will be substantially similar to the following:

27
28 My signature or cashing of this check constitutes a full and complete
release of Hyatt Corporation, and all of their current or former subsidiary

1 or affiliated entities, and their current or former officers, directors, and
2 employees, for any and all claims asserted or that could have been asserted
3 based on the facts alleged in the operative Second Amended Complaint in
4 the lawsuit entitled *Crump v. Hyatt Corporation, et al.* pending in the
5 United States District Court, Northern District of California, designated as
6 Case No. 4:20-cv-00295-HSG, arising during my employment at any time
7 between December 6, 2015 and the date of the Preliminary Approval
8 Order of the Settlement of the lawsuit.

9
10 **5.8. Timing of Individual Settlement Payments.** The Settlement Administrator shall
11 issue the first distribution of checks constituting the first portion of the Individual Settlement Payments
12 no later than 5 calendar days after the Initial Funding of the Gross Settlement Amount, and shall issue
13 the second distribution of checks no later than 5 calendar days after the Second Funding of the Gross
14 Settlement Amount.

15
16 **5.9. Allocation of Individual Settlement Payments.** Each Class Member's
17 Individual Settlement Payment will be characterized as two-thirds (2/3) Form 1099 income and one-
18 third (1/3) Form W-2 income, to reflect that 2/3 of the payment will account for penalties and interest,
19 while 1/3 will account for unpaid wages. In accordance with applicable tax laws, required tax
20 withholdings and payroll deductions will be taken from each Individual Settlement Payment for the
21 portion allocated to Form W-2 income and remitted to the appropriate taxing authorities. The
22 Settlement Administrator shall issue any necessary IRS Form 1099 and Form W-2 statements to Class
23 Members for their respective Individual Settlement Payments. Class Members shall be solely and
24 legally responsible for paying all other applicable taxes on their respective Individual Settlement
25 Payments and shall hold harmless Defendant from any claim or liability for taxes, penalties, or interest
26 arising as a result of the payments. In allocating the Individual Settlement Payments, the Parties agree
27 that, pursuant to applicable law, all payments for wages shall be subject to payroll tax withholdings and
28 a Form W-2, while all payments for penalties shall not be subject to payroll tax withholdings and will be
recorded on a Form 1099.

5.9.1 Allocation of Individual Settlement Payment Not Material. The
Court's approval of the allocation of the Individual Settlement Payment for Form 1099 income and
Form W-2 income is not a material term of the Settlement or this Agreement. If the Court does not

1 approve or approves a different allocation of the Individual Settlement Payments, the other terms of the
2 Settlement and this Agreement shall apply. The Court's refusal to approve the allocation for the
3 Individual Settlement Payments requested by the Parties does not give the Parties any basis to abrogate
4 the Settlement or this Agreement.

5 **5.9.2 Undeliverable or Uncashed Checks.** Any settlement checks distributing
6 Individual Settlement Payments returned to the Settlement Administrator as undeliverable shall be sent
7 within 5 calendar days via First Class U.S. Mail to the forwarding address affixed thereto. If no
8 forwarding address is provided, the Settlement Administrator shall attempt to determine the correct
9 address using the National Change of Address Database maintained by the United States Postal Service,
10 and it shall then perform a re-mailing within 5 calendar days. The amount of any Individual Settlement
11 Payments that remain undeliverable or uncashed 180 calendar days after the postmarked date of the
12 mailing of the Individual Settlement Payments will be sent to the California State Controller's Office to
13 be held as "Unclaimed Property" in the name of the Class Member. The Settlement Administrator shall
14 notify Class Counsel and Defendant's Counsel of any undeliverable checks.

15 **5.10. Tax Payment Considerations.** Class Counsel, Defendant's Counsel, Defendant,
16 and the Settlement Administrator are not giving any tax advice in connection with the Settlement or any
17 payments to be made pursuant to this Agreement.

18 **5.11. No Tax Advice or Liability.** Each Class Member agrees to hold harmless
19 Defendant from any liability for taxes, fees, costs, or assessments resulting from his or her failure to
20 timely pay taxes, interest, fees, or penalties owed.

21 **5.12. No Impact On Contributions To Employee Benefit Plans.** None of the
22 payments made pursuant to the Settlement and this Agreement shall be considered to alter the terms or
23 to grant any rights to additional payments under any employee benefit plans. None of the payments
24 made pursuant to the Settlement and this Agreement shall be considered for purposes of determining
25 eligibility for, vesting or participation in, or contributions to any benefit plan, including, without
26 limitation, all plans subject to the Employee Retirement and Income Security Act of 1974 ("ERISA").
27 Any distribution of payments to Plaintiff or Class Members shall not be considered as a payment of
28 wages or compensation under the terms of any applicable benefit plan and shall not affect participation

1 in, eligibility for, vesting in, the amount of any past or future contribution to, or level of benefits under
2 any applicable benefit plan.

3 Any amounts paid will not impact or modify any previously credited hours of
4 service or compensation taken into account under any bonus or incentive plan, benefit plan sponsored or
5 contributed to by Defendant or any jointly-trusted benefit plan, or for purposes of calculating the
6 regular rate of pay. For purposes of this Agreement, “benefit plan” means each and every “employee
7 benefit plan,” as defined in 29 U.S.C. Section 1002(3), and, even if not thereby included, any 401(k)
8 plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing,
9 retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation,
10 or any other similar benefit plan, practice, program, or policy.

11 6. RELEASES

12 6.1. **Release by Class Members.** By operation of the entry of the Final Approval
13 Order and judgment, each Class Member, and each of their respective executors, administrators,
14 representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, will release Defendant
15 and each of the Released Parties of and from any and all claims, rights, demands, charges, complaints,
16 causes of action, obligations, or liability of any and every kind between December 6, 2015 and the date
17 of Preliminary Approval of the Settlement, for any and all claims asserted or that could have been
18 asserted based on the facts and theory that Defendant or any of the Released Parties maintained a
19 timekeeping system that unlawfully rounded time as alleged in the Second Amended Complaint in the
20 Action, including those for: (1) all claims for alleged failure to pay minimum, straight time, overtime, or
21 double time wages, wages or damages under the FLSA, California law, or common law, based on a
22 theory that Defendant or any of the Released Parties maintained a timekeeping system that unlawfully
23 rounded time; (2) failure to pay final wages due at separation or upon termination; (3) failure to timely
24 pay wages during employment; (4) failure to provide accurate and itemized wage statements; (5) failure
25 to keep requisite payroll records; (6) claims brought under Business & Professions Code section 17200
26 *et seq.* including, but not limited to, all claims for unfair, unlawful and harmful conduct to class
27 members, the general public and Defendant’s competitors and claims of unlawfully gaining an unfair
28 advantage over other businesses based on the facts and allegations contained in the Second Amended

1 Complaint; (7) PAGA claims for civil penalties due to any Labor Code violations by Defendant arising
2 out of or related to events alleged in the Second Amended Complaint including, but not limited to,
3 Labor Code sections 201, 202, 203, 204, 226, 226.3, 510, 1174, 1194, 1197, 1197.1, and 1198; and
4 California Industrial Welfare Commission Wage Orders; (8) penalties of any nature; (9) interest;
5 (10) liquidated damages; (11) attorneys' fees; (12) costs; and (13) any other claims arising out of or
6 related to the Second Amended Complaint filed in the Action through final approval of the Settlement.
7 This Settlement, Settlement Agreement, and the definition of Released Claims expressly exclude all
8 claims pled in *Hartstein v. Hyatt Corporation*, Case No. 2:20-cv-04874-DSF-JPR and *Insixiengmay v.*
9 *Hyatt Corporation, et al.*, Case No. 2:18-cv-02993-TLN-DB.

10 **6.2. Additional Release by Class Representative.** In addition to the above release
11 applicable to the Class Members, the Class Representative also generally releases any and all claims
12 against Defendant and each of the Released Parties up to the Effective Date. This general release
13 includes any and all claims arising from the employment relationship with Defendant or any Released
14 Party, including, without limitation, claims for wrongful termination, discrimination, harassment, or
15 retaliation pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000 *et seq.*, the
16 California Fair Employment and Housing Act, Cal. Gov't Code Section 12900 *et seq.*, or the California
17 Labor Code. This general release by the Class Representative also includes a waiver of California Civil
18 Code Section 1542. The Class Representative expressly waives all rights provided by California Civil
19 Code Section 1542, or other similar statutes, that the Class Representative may have against Defendant
20 and each of the Released Parties. California Civil Code Section 1542 states:

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

24 **6.3. Class Representative Acknowledgements.** The Class Representative
25 acknowledges that she has read this Agreement in its entirety, including the above language from the
26 California Civil Code, and that she fully understands both this Agreement and the California Civil Code
27 section. By executing this Agreement, Class Representative expressly waives any benefits and rights
28 granted pursuant to California Civil Code Section 1542 or any statute, rule, or principle of common law

1 or equity, in any jurisdiction, that is similar, comparable, or equivalent, in whole or in part, to California
2 Civil Code Section 1542. The Class Representative acknowledges and agrees that this knowing and
3 voluntary waiver is an essential and material term of this Agreement, and the Agreement would not have
4 been entered into without such a waiver.

5 **6.4. Injunction from Pursuing Released Claims.** As part of the preliminary
6 approval of the Settlement, Class Members shall be enjoined from filing, initiating, or continuing to
7 prosecute any actions, claims, complaints, or proceedings in any court, or with the DLSE, or with the
8 California Labor and Workforce Development Agency (“LWDA”), or the United States Department of
9 Labor (“DOL”), or with any other entity regarding the Released Claims.

10 This Settlement is conditioned upon the release by the Settlement Class as
11 described herein, and upon covenants by the Settlement Class that they will not participate in any
12 actions, lawsuits, proceedings, complaints, or charges brought individually by the DLSE, LWDA, DOL,
13 or by any other agency, persons, or entity in any court or before any administrative body related to the
14 Released Claims, nor will the Settlement Class contest or interfere with efforts by Defendant to oppose
15 any attempt to bring such released claims against Defendant.

16 **6.5. Acknowledgement of Binding Terms of the Settlement, Despite Other**
17 **Potential Claims.** Class Counsel, the Class Representative, and the Settlement Class acknowledge that
18 they may hereafter discover facts or law different from, or in addition to, the facts or law they know or
19 believe to exist with respect to the Released Claims. The Settlement Class nonetheless agrees that this
20 Agreement and the Released Claims contained in it shall be and remain effective in all respects
21 notwithstanding such different or additional facts or law regarding such Released Claims. These
22 releases do not include any claims that cannot be waived as a matter of law.

23 **6.6. No Admission of Liability.** By entering into this Agreement, Defendant in no
24 way admits any violation of law or any liability whatsoever to Class Members, individually or
25 collectively, and expressly deny all such liability. Neither this Agreement, nor any other Settlement
26 documents, shall be offered in any case or proceeding as evidence of any admission by Defendant of any
27 liability on any claim for damages, penalties, restitution, or any other relief. Likewise, by entering into
28 this Agreement, Defendant in no way admits to the suitability of this case for class action, collective

1 action, or representative action litigation, other than for purposes of Settlement. Rather, Defendant
2 enters into this Agreement to avoid further protracted litigation and to resolve and to settle all disputes
3 with the Settlement Class.

4 The Parties understand and agree that this Agreement and all exhibits thereto are
5 settlement documents and shall be inadmissible for any purpose in any proceeding, except an action or
6 proceeding to approve, interpret, or enforce the terms of this Agreement. The Parties agree that, to the
7 extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be
8 used as the basis for an injunction against any action, suit, or other proceeding that may be instituted,
9 prosecuted, or attempted in breach of this Agreement.

10 **7. SETTLEMENT APPROVAL PROCEDURE**

11 **7.1. Preliminary Approval.** The Parties shall submit to the Court a Joint Motion for
12 Preliminary Approval of class action settlement. This motion shall seek an order to preliminarily
13 approve the proposed Settlement according to the terms in this Agreement and provide for the Notice of
14 Class Action Settlement and the Request for Exclusion, to be sent to Class Members as specified in this
15 Agreement. This motion shall include the bases for the Gross Settlement Amount and why the amount
16 is reasonable in light of the facts and controlling authorities pertaining to the claims alleged in the
17 Complaint. The motion shall also be accompanied by signed declarations by Class Counsel, discussing
18 the risks of continued litigation and the decision that the best interests of Plaintiff and the Class
19 Members are served by the terms of this Agreement.

20 **7.2. Effect of Failure to Obtain Preliminary Approval.** If this Settlement or
21 Agreement or a substantially similar settlement mutually agreed to by the Parties is not preliminarily
22 approved, the Action shall proceed as if no settlement had been attempted and revert back to its prior
23 procedural posture, *i.e.*, the First Amended Complaint shall be the operative Complaint and Plaintiff's
24 current Motion for Class Certification shall be subject to reply papers, followed by a determination by
25 this Court. The Parties may, however, jointly agree to seek reconsideration of the ruling on the
26 Settlement or Court approval of a renegotiated settlement. Defendant retains the right to contest whether
27 any aspect of the Action should be maintained as a class action, collective action, or representative
28

1 action, or to contest the merits of the claims being asserted by the Class Representative or Class
2 Members in the Action.

3 **7.3. Final Approval.** The Parties shall submit to the Court a Joint Motion for Final
4 Approval Order. The motion shall request the entry of a Final Approval Order, which shall include
5 findings and orders: (a) approving the Settlement and the Agreement; (b) adjudging the terms to be fair,
6 reasonable, and adequate; (c) reciting the release terms in full; (d) directing that the Settlement terms
7 and provisions be carried out; and (e) retaining jurisdiction to oversee administration and enforcement of
8 the terms of this Agreement and the Court's orders.

9 **7.4. Entry of Judgment.** At the final approval hearing, the Parties shall request that
10 the Court, among other things: (a) enter final judgment in accordance with this Agreement and without
11 further fees or costs to any party except as expressly set forth in this Agreement; (b) approve this
12 Agreement as fair, reasonable, adequate, and binding on all members of the Settlement Class who do not
13 validly and timely Request for Exclusion; (c) enter an order as to Class Counsel's request for an
14 attorneys' fees and costs award; (d) enter an order as to the request for a Class Representative Incentive
15 Payments; and, (e) enter an order permanently enjoining all members of the Settlement Class from
16 pursuing or seeking to reopen claims that have been released by this Agreement.

17 **7.5. Effect of Failure to Obtain Final Judgment.** In the event the Court fails to
18 enter final judgment in accordance with this Agreement, or such final judgment is vacated or reversed,
19 the Action shall proceed as if no settlement had been attempted and revert back to its prior procedural
20 posture, *i.e.*, the First Amended Complaint shall be the operative Complaint and Plaintiff's current
21 Motion for Class Certification shall be subject to reply papers, followed by a determination by this
22 Court. The Parties may, however, jointly agree to seek reconsideration or appellate review of the ruling
23 or Court approval of a renegotiated settlement. Defendant retains the right to contest whether any aspect
24 of the Action should be maintained as a class action, collective action, or representative action, or to
25 contest the merits of the claims being asserted by the Class Representative or Class Members in the
26 Action.

27 **7.6. Waiver of Appeal Rights.** By accepting this Settlement and upon final approval
28 of the settlement being granted, the Class Representative and Class Counsel hereby waive any and all

1 rights they may have to appeal any judgment, ruling, or order made by the Court in this Action in
2 connection with this Settlement, including any order granting final approval of this Settlement. The
3 waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings,
4 or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of
5 the Settlement (including making payments under the Settlement) will be suspended until such time as
6 their appeal is finally resolved and the Judgment becomes final.

7 **8. MISCELLANEOUS**

8 8.1. **Interim Stay of Proceedings.** The Parties agree to refrain from further litigation,
9 except such proceedings necessary to implement and to obtain a Preliminary Approval Order and Final
10 Approval Order of the terms of the Agreement. If the Settlement is not finally approved, the Parties
11 agree that they will revert to their positions in the lawsuit prior to the time the Settlement was reached,
12 and no agreements set forth in this Agreement or any documents generated or orders issued related to
13 the Settlement will be admissible in any future proceeding in this or any other action.

14 8.2. **Parties' Authority.** The signatories hereto represent that they are fully
15 authorized to enter into this Agreement and are fully authorized to bind the Parties to all terms stated
16 herein. It is agreed that Class Members are so numerous that it is impossible or impractical to have each
17 Class Member execute this Agreement. It is agreed that this Agreement may be executed on behalf of
18 Class Members by Class Representative and Class Counsel.

19 8.3. **Entire Agreement.** This Agreement, which includes the Definitions, Recitals,
20 and all Exhibits attached hereto, constitutes the entire agreement between the Parties with regard to the
21 subject matter contained herein, and all prior and contemporaneous negotiations and understandings
22 between the Parties shall be deemed merged into this Agreement.

23 8.4. **Materiality of Terms.** The Parties have arrived at this Agreement as a result of
24 arm's-length negotiations. Where stated in this Agreement, certain terms are material and revision of
25 these material terms will allow Defendant the option to void this Agreement.

26 8.5. **Counterparts.** This Agreement may be executed in counterparts, and when each
27 party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
28

1 original, and when taken together with other signed counterparts, shall constitute one signed Agreement,
2 which shall be binding upon and effective as to all Parties.

3 **8.6. Facsimile or Scanned Signatures For This Agreement.** Any party may sign
4 and deliver this Agreement by signing on the designated signature block and transmitting that signature
5 page via facsimile, DocuSign, or as an attachment to an e-mail to counsel for the other party. Any
6 signature made and transmitted by facsimile, DocuSign, or as an attachment to an e-mail for the purpose
7 of executing this Agreement shall be deemed an original signature for purposes of this Agreement and
8 shall be binding upon the party who transmits the signature page.

9 **8.7. Binding Effect.** This Agreement shall be binding upon the Parties and, with
10 respect to the Class Representative, Class Members, their spouses, children, representatives, heirs,
11 administrators, executors, beneficiaries, conservators, attorneys, and assigns.

12 **8.8. Waivers and Modifications to Be in Writing.** No waiver, modification, or
13 amendment of the terms of this Agreement, whether purportedly made before or after the Court's
14 approval of this Agreement, shall be valid or binding, unless in writing, signed by or on behalf of all
15 Parties and then only to the extent set forth in such written waiver, modification, or amendment, subject
16 to any required Court approval. Any failure by any Party to insist upon the strict performance by the
17 other Party of any of the provisions of this Agreement shall not be deemed a waiver of future
18 performance of the same provisions or of any of the other provisions of this Agreement, and such Party,
19 notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of
20 any and all of the provisions of this Agreement. The time periods and dates provided in this Agreement
21 with respect to giving of notices and hearings are subject to Court approval and modification by the
22 Court or by written stipulation of Class Counsel and Defendant's Counsel.

23 Any notice to be given pursuant to this Agreement shall be made by email and
24 overnight delivery to Class Counsel or Defendant's Counsel. If Class Members have questions about
25 this Agreement or their Individual Settlement Payments, they must contact the Settlement Administrator,
26 rather than Defendant. Defendant shall have no obligation to respond to communications by Class
27 Members.
28

1 8.9. **Construction.** The determination of the terms and conditions of this Agreement
2 has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this
3 Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be,
4 construed against any party by virtue of draftsmanship.

5 8.9.1 **Exhibits Incorporated by Reference.** The terms of this
6 Agreement include the terms set forth in any attached exhibit, which are incorporated by this reference
7 as though fully set forth herein. Any exhibit to this Agreement is an integral part of the Settlement.

8 8.9.2 **Captions.** The captions or headings of the sections and paragraphs
9 of this Agreement have been inserted for convenience of reference only and shall have no effect upon
10 the construction or interpretation of any part of this Agreement.

11 8.9.3 **Invalidity of Any Provision.** Before declaring any provision of
12 this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
13 possible consistent with applicable precedents so as to render all provisions of this Agreement valid and
14 enforceable.

15 8.10. **Further Acts and Cooperation Between the Parties.** The Parties shall
16 cooperate fully with each other and shall use their best efforts to obtain the Court's approval of this
17 Agreement and all of its terms. Each of the Parties, upon the request of another, agrees to perform such
18 further acts and to execute and to deliver such other documents as are reasonably necessary to carry out
19 the provisions of this Agreement.

20 8.11. **No Prior Assignments or Undisclosed Liens.** The Class Representative and
21 Class Counsel represent and warrant that they have not assigned, transferred, conveyed, or otherwise
22 disposed of, or purported to assign, transfer, convey, or otherwise dispose of, any Released Claims or
23 the attorneys' fees and costs award to be paid pursuant to this Agreement. Class Representative and
24 Class Counsel further represent and warrant that there are not any liens or claims against any of the
25 amounts to be paid by Defendant pursuant to this Agreement. The Class Representative and Class
26 Counsel agree to hold Defendant harmless from any liability, losses, claims, damages, costs, or
27 expenses, including reasonable attorneys' fees, resulting from a breach of these representations or from
28 any lien or assignment.

1 8.12. **Waiver of Right to Object by the Class Representative.** The Class
2 Representative agrees to sign this Agreement, and by signing this Agreement, the Class Representative
3 is thereby bound by the terms of this Agreement. The Class Representative further agrees that she shall
4 not object to any of the terms of this Agreement.

5 8.13. **No Solicitation of Objections.** The Parties further represent and warrant that
6 they have not and will not solicit, encourage, or assist in any fashion any effort by any entity or person
7 to object to or to seek exclusion from the Settlement set forth in this Agreement.

8 8.14. **Discovery of Confidential Documents and Information.** Class Counsel agree
9 that they will destroy all confidential documents and information provided to them by Defendant within
10 60 calendar days after the completion of the administration of the Settlement. Class Counsel further
11 agrees that none of the documents and information provided to them by Defendant shall be used for any
12 purpose other than prosecution of this Action or the defense or prosecution of a malpractice action.

13 8.15. **No Tax Advice.** Neither Class Counsel, Defendant's Counsel, or Defendant
14 intend anything contained in this Settlement or Agreement to constitute advice regarding taxes or
15 taxability, nor shall anything in this Settlement or Agreement be relied upon as such within the meaning
16 of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

17 8.16. **No Media Announcements.** Neither side shall make any public statements to the
18 news, print, electronic, or Internet media concerning the Settlement, and both sides shall decline to
19 respond to media inquiries concerning the Settlement. Class Counsel shall not publicize the settlement
20 in their marketing materials, website, or other advertising media, except that they may add the Gross
21 Settlement Amount to any aggregate verdict or settlement amount.

22 8.17. **Continuing Jurisdiction.** The Court shall retain jurisdiction over the
23 implementation of this Agreement as well as any and all matters arising out of, or related to, the
24 implementation of this Agreement and Settlement. The Court shall not have jurisdiction to modify the
25 terms of the Agreement without the consent of all of the Parties.

26 8.18. **Disputes.** If the Parties have a dispute with regard to the language of this
27 Agreement, they agree to first attempt to resolve the dispute informally through good-faith negotiations,
28

1 but if those efforts are unsuccessful, they agree to mediate any such dispute. The Parties will split the
2 costs of the mediator, and all parties will bear their own fees and costs.

3 8.19. **Governing Law.** This Settlement and Agreement was made and entered into in
4 the State of California. All terms of this Agreement shall be governed by and interpreted according to
5 the substantive laws of the State of California and the procedural laws of the United States of America.

6
7 **SO AGREED AND STIPULATED:**

8 DATED: 12/27/2021

PLAINTIFF CHRISTINE CRUMP

9 By: ^{DocuSigned by:} Christine Crump
10 CH1FB268E48D73486
Christine Crump

11
12 DATED: 1/31/2022

DEFENDANT HYATT CORPORATION

13 By: [Signature]
14 Print Name: Peter SEARS
15 Title: Group President - Americas

16
17
18 DATED: December 27, 2021

PARRIS LAW FIRM

19 By: [Signature]
20 Kitty K. Szeto

Attorneys for Plaintiff and the Class

21
22 DATED: _____

LAWYERS FOR JUSTICE, PC

23
24 By: _____
Edwin Aiwazian

25 Attorneys for Plaintiff and the Class

1 but if those efforts are unsuccessful, they agree to mediate any such dispute. The Parties will split the
2 costs of the mediator, and all parties will bear their own fees and costs.

3 8.19. **Governing Law.** This Settlement and Agreement was made and entered into in
4 the State of California. All terms of this Agreement shall be governed by and interpreted according to
5 the substantive laws of the State of California and the procedural laws of the United States of America.
6

7 **SO AGREED AND STIPULATED:**

8 DATED: _____

PLAINTIFF CHRISTINE CRUMP

9 By: _____
10 Christine Crump

11
12 DATED: _____

DEFENDANT HYATT CORPORATION

13 By: _____

14 Print Name: _____

15 Title: _____

16
17
18 DATED: _____

PARRIS LAW FIRM

19 By: _____
20 Kitty K. Szeto

21 Attorneys for Plaintiff and the Class

22 DATED: December 27, 2021

LAWYERS FOR JUSTICE, PC

23 By: 
24 Edwin Aiwazian

25 Attorneys for Plaintiff and the Class
26
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DATED: February 8, 2022

SEYFARTH SHAW LLP

By:  _____
Brian Long
Michael Afar

Attorneys for Defendant
HYATT CORPORATION

EXHIBIT "A"

EXHIBIT A

NOTICE OF SETTLEMENT OF CLASS ACTION

Christine Crump v. Hyatt Corporation

United States District Court for the Northern District of California

Case No. 4:20-cv-00295-HSG

To: All current and former non-exempt, hourly employees working for Defendant Hyatt Corporation (“Defendant”) in California at any time between December 6, 2015 through June 9, 2019.

THIS NOTICE is of a proposed Settlement of a class action and representative action lawsuit in which you may be entitled to receive money (“Settlement”). Your rights may be affected by the legal proceedings in this action. Please review this notice carefully.

You will automatically receive a share of the Individual Settlement Payment. If you do not want to receive a share of the Individual Settlement Payment, you must affirmatively opt out of this Settlement by completing and submitting a timely and valid Request for Exclusion.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

**YOU MAY
DO NOTHING**

If you take no further action, you will remain a Class Member, represented by Class Counsel.

You will receive a share of the Individual Settlement Payment and will be bound by the release provisions of the Settlement Agreement with respect to the California Labor Code, California Industrial Welfare Commission Wage Orders, California Private Attorneys General Act of 2004 under California Labor Code §§ 2968, *et seq.*, and California Unfair Competition Law under California Business and Professions Code §§ 17200, *et seq.*

As a Class Member, you will not be charged for the services of Class Counsel.

**YOU MAY
EXCLUDE YOURSELF**

You may submit a Request for Exclusion to “opt out” of this Settlement. If you do not want to remain a Class Member, you must submit the enclosed Request for Exclusion to “opt out” of the Settlement.

If you submit a timely and valid Request for Exclusion, you will **not** receive **any** Individual Settlement Payment.

If you opt out, you may not object to the Settlement and will not be bound by the release provisions in the Settlement Agreement. You will be free to pursue any claims you may have against Defendant on your own behalf, but Class Counsel will not represent you.

In order to exclude yourself from the Class, you must submit the completed Request for Exclusion to the Settlement Administrator, [REDACTED], so that it is **postmarked** no later than **[INSERT DATE]**. **If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Settlement, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court and you may not recover under any other individual settlement agreement with respect to the Release of Claims, including California Labor Code, California Industrial Welfare Commission Wage Orders, California Private Attorneys General Act of 2004 under California Labor Code §§ 2968, *et seq.*, and California Unfair Competition Law under California Business and Professions Code §§ 17200 *et seq.***

**YOU MAY
OBJECT**

You may object to the Settlement by timely submitting a written objection.

If the Court grants final approval of the Settlement despite your objection, you will receive a share of the Individual Settlement Payment and will be bound by the release provisions of the Settlement Agreement with respect to the California Labor Code, California Industrial Welfare Commission Wage Orders, California Private Attorneys General Act of 2004 under California Labor Code §§ 2968, *et seq.*, and California Unfair Competition Law under California Business and Professions Code §§ 17200 *et seq.*

In order to make a timely and valid objection, you must complete and submit a written objection and send it to the Settlement Administrator, [REDACTED], **postmarked** no later than **[INSERT DATE]**. If you wish to appear at the Settlement Hearing and be heard orally in support of, or in opposition to the Settlement, you must state so in the objection. **If you do not comply with the procedures for submitting an objection, as set forth in this notice below, and the deadline for objections, you will lose any opportunity to have your objection considered by the Court or otherwise to contest the approval of the Settlement or to appeal from any orders or judgments entered by the Court in connection with the Proposed Settlement.**

PLEASE NOTE: If you do not wish to be represented by Class Counsel, you may hire your own attorney at your own expense. Your attorney must send a Notice of Appearance to the Settlement Administrator, [REDACTED], so that it is **postmarked** on or before **[INSERT DATE]**. You will be responsible for any attorneys' fees and costs charged by your attorney.

I. Why should I read this Notice?

This Notice outlines a Settlement for a class action and representative action lawsuit. If the Court approves the proposed Settlement, your legal rights may be affected. This Notice, which has been approved by the Court, is only a summary. A more detailed Joint Stipulation of Class Action Settlement and Release of Claims ("Settlement Agreement") is on file with the Court, where it is available for your review.

II. What is this lawsuit about?

A lawsuit entitled *Christine Crump v. Hyatt Corporation* No. 4:20-cv-00295-HSG, is now pending in Oakland, California (the "Lawsuit"). Plaintiff Christine Crump ("Plaintiff") alleged claims against Defendant Hyatt Corporation ("Defendant") under the California Labor Code, California

Industrial Welfare Commission Wage Orders, California Private Attorneys General Act of 2004, and the California Unfair Competition Law.

Plaintiff brought this Lawsuit as a class action and representative action on behalf of herself and other similarly situated employees and “aggrieved” employees, and asserts claims against Defendant, based on a theory that Defendant maintained a timekeeping system that allegedly unlawfully rounded time, for: (1) failure to pay minimum, straight time, overtime, or double time wages, wages or damages under the FLSA, California law, or common law; (2) failure to pay final wages due at separation or upon termination; (3) failure to timely pay wages during employment; (4) failure to provide accurate and itemized wage statements; (5) failure to keep requisite payroll records; (6) claims brought under Business & Professions Code section 17200 *et seq.* including, but not limited to, all claims for unfair, unlawful and harmful conduct to class members, the general public and Defendant’s competitors and claims of unlawfully gaining an unfair advantage over other businesses; and (7) PAGA claims for civil penalties due to any Labor Code violations by Defendant including, but not limited to, Labor Code sections 201, 202, 203, 204, 226, 226.3, 510, 1174, 1194, 1197, 1197.1, and 1198; and California Industrial Welfare Commission Wage Orders. Plaintiff seeks monetary recovery on behalf of the Class for the alleged violations, along with penalties, interest, restitution, costs and attorneys’ fees.

Defendant contends that it has complied with all laws and denies the allegations in this Lawsuit. The Court has not formed any opinions concerning the merits of the Lawsuit, and the Court has not ruled on any of the claims. The Court also has not yet ruled that the Lawsuit satisfies the requirements for a class action. This Settlement is intended to resolve the Lawsuit in order to avoid the uncertainties associated with subsequent decisions to be issued by the Court.

III. Who is covered by the class action lawsuit and the proposed Settlement?

A. The Settlement Class. The Court granted preliminary approval of the Settlement and authorized this Notice. The Court defined the “Settlement Class” as including all current and former non-exempt, hourly employees working for Defendant in California at any time between December 6, 2015 through June 9, 2019, who did not file a timely and valid opt-out Request for Exclusion.

B. The Effect of Membership in the Settlement Class. If you come within the definition of the Settlement Class, you are eligible for compensation and are subject to the terms of the Settlement, unless you file the enclosed Request for Exclusion to opt out of the Settlement Class. Members of the Settlement Class are eligible to receive the benefits created by the proposed Settlement and will be bound by the Settlement if it is approved by the Court. Persons who exclude themselves from the Class will not be bound by the Settlement and will not share in the Settlement proceeds, but may pursue their own timely individual claims against Defendant.

IV. What are the terms of the Settlement?

The proposed Settlement was negotiated between Defendant and the attorneys for the Settlement Class (“Class Counsel”), with the assistance of a mediator. The attorneys for all of the Parties believe this Settlement is in the best interest of the members of the Settlement Class.

Monetary Compensation

- Defendant shall provide the members of the Settlement Class monetary compensation in the maximum total amount of \$990,000 (the “Gross Settlement Amount”). The Gross Settlement Amount will deduct amounts awarded by the Court for attorneys’ fees and costs, administrative expenses, payment to the California LWDA, and an enhancement payment to the Plaintiff who filed the Lawsuit. The remainder of the Gross Settlement Amount is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be paid as Individual Settlement Payments to Settlement Class Members who do not opt out of the Settlement.
- Each Settlement Class Member’s proportional share of the Net Settlement Amount will be determined by dividing the number of weeks worked by the Settlement Class Member for Defendant at any time during the period of December 6, 2015 through **[insert date of preliminary approval]** (the “Class Period”) by all weeks worked by all Settlement Class Members during the Class Period, multiplied by the Net Settlement Amount.
- Defendant, through the Settlement Administrator, shall pay the amounts awarded by the Court for attorneys’ fees and costs, administrative expenses, enhancement, payment to the LWDA, and the amounts due to the Settlement Class Members, in two payments. Fifty percent (50%) of the Gross Settlement Amount shall be funded ten (10) calendar days after the Effective Date (“Initial Funding”), and the remaining 50% shall be paid six months later (“Second Funding”). The Effective Date is defined as follows: the day after the date by which the last of the following has occurred: (a) all conditions of Settlement have been satisfied; (b) the Court has entered and filed the Final Approval Order and Judgment; and (c) the time period for appeal of the Judgment has been exhausted without any appeals having been filed, and/or all such appeals have been voluntarily or involuntarily dismissed, and/or the appropriate appellate court or courts have entered a final judgment affirming the Final Approval Order and Judgment of the Court and the final judgment of such appellate court or courts is no longer subject to any further appellate challenge or procedure.

Fees and Expenses

When seeking Final Approval of the proposed Settlement, Class Counsel will apply to the Court for an award of attorneys’ fees in an amount up to \$346,500 (which is 35% of total Gross Settlement Amount of \$990,000) and an award of costs in an amount up to \$100,000. Such payments, if approved by the Court, will be deducted from the Gross Settlement Amount before calculation of the Net Settlement Amount available for distribution to the Settlement Class Members.

Settlement Administration Costs

When seeking Final Approval of the proposed Settlement, Class Counsel will apply to the Court for an award of Settlement administration costs of up to \$85,000 for a third-party class-action administrator, Phoenix Class Action Administration Solutions, for the administrative services in connection with this Settlement. Such payments, if approved by the Court, will be deducted from the Gross Settlement Amount before calculation of the Net Settlement Amount available for distribution to the Settlement Class Members.

Class Representative Incentive Payment

When seeking Final Approval of the proposed Settlement, Class Counsel will apply to the Court for an award of incentive payment of up to \$10,000 for Plaintiff for her services as the Class Representative. Such payment, if approved by the Court, will be deducted from the Gross Settlement Amount before calculation of the Net Settlement Amount available for distribution to the Class Members.

The Portion of the PAGA Payment To The LWDA

When seeking Final Approval of the proposed Settlement, Class Counsel will seek approval for a payment to the California Labor & Workforce Development Agency (“LWDA”) in the amount of \$50,000. Such payment, if approved by the Court, will be deducted from the Gross Settlement Amount before calculation of the Net Settlement Amount available for distribution to the Class Members.

Release Of Claims

- Upon the Court’s approval of the Settlement, judgment will be entered fully and finally settling the Lawsuit as to all Settlement Class Members.
- As a result of the Settlement and judgment to be entered, Plaintiff and the Settlement Class Members who did not opt out of the Settlement by filing a timely, valid Request for Exclusion, will have released and discharged Defendant and any of its current or former subsidiaries (including, but not limited to, Select Hotels Group LLC), parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors, attorneys, personal representatives, executors, and shareholders, 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 (collectively, the “Released Parties”) from any and all claims, rights, demands, charges, complaints, causes of action, obligations, or liability of any and every kind between December 6, 2015 and the date of Preliminary Approval of the Settlement, for any and all claims asserted or that could have been asserted based on the facts and theory that Defendant or any of the Released Parties maintained a timekeeping system that unlawfully rounded time as alleged in the Second Amended Complaint in the Action, including those for: (1) all claims for alleged failure to pay minimum, straight time, overtime, or double time wages, wages or damages under the FLSA,

California law, or common law, based on a theory that Defendant or any of the Released Parties maintained a timekeeping system that unlawfully rounded time; (2) failure to pay final wages due at separation or upon termination; (3) failure to timely pay wages during employment; (4) failure to provide accurate and itemized wage statements; (5) failure to keep requisite payroll records; (6) claims brought under Business & Professions Code section 17200 et seq. including, but not limited to, all claims for unfair, unlawful and harmful conduct to class members, the general public and Defendant's competitors and claims of unlawfully gaining an unfair advantage over other businesses based on the facts and allegations contained in the Second Amended Complaint; (7) PAGA claims for civil penalties due to any Labor Code violations by Defendant arising out of or related to events alleged in the Second Amended Complaint including, but not limited to, Labor Code sections 201, 202, 203, 204, 226, 226.3, 510, 1174, 1194, 1197, 1197.1, and 1198; and California Industrial Welfare Commission Wage Orders; (8) penalties of any nature; (9) interest; (10) liquidated damages; (11) attorneys' fees; (12) costs; and (13) any other claims arising out of or related to the Second Amended Complaint filed in the Action through final approval of the Settlement.

If you do NOT exclude yourself from the Settlement Class by following the procedures set forth in the Request for Exclusion and the Court approves the proposed Settlement, you will be deemed to have entered into the Release in the Settlement Agreement.

V. How do I receive a payment?

Any Class Member who wishes to be considered for any payment under this Settlement must not submit a Request for Exclusion. If a Class Member does not submit a Request for Exclusion he or she will receive a share of the Individual Settlement Payment.

The Individual Settlement Payment is based on the number of weeks you worked during the period covered by the Settlement. Defendant's records show that you have [Insert Number of Weeks Worked]. If you dispute the number of weeks worked on the Notice, you may produce, by no later than ten (10) days from the date the Notice is postmarked, evidence to the Settlement Administrator showing that such information is inaccurate. All disputes will be decided within seven (7) business days from the date the dispute is received by the Settlement Administrator. The Settlement Administrator may be contacted at [redacted], [Insert Settlement Administrator address and telephone number].

VI. Who represents the Class?

The Court has designated Plaintiff Christine Crump as the Class Representative in the Lawsuit. The attorneys that serve as Class Counsel are Edwin Aiwazian of Lawyers for Justice, PC, and R. Rex Parris, Alexander R. Wheeler, Kitty K. Szeto, and Ryan A. Crist of Parris Law Firm.

If you have questions about the Settlement, or the procedures outlined in this Notice, you should contact [INSERT SETTLEMENT ADMINISTRATOR INFORMATION].

Do not contact the Court.

VII. What are the reasons for the Settlement?

The Parties agreed to enter into this proposed Settlement after weighing the risks and benefits of this Settlement compared with those of continuing the Lawsuit. The factors considered included the uncertainty and delay associated with continued legal proceedings, a trial and appeals, and the uncertainty of several important legal issues that have yet to be determined. The Parties balanced these and other substantial risks in determining that the proposed Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interests of Settlement Class Members.

If the Lawsuit continued, the Court might rule in favor of Defendant and the Settlement Class Members might not receive any recovery or monetary compensation. Defendant agreed to this proposed Settlement in order to avoid the expense and distraction associated with continued legal proceedings and the chance that the Court might rule in favor of the Settlement Class Members.

IX. When is the Court hearing and what is it for?

On [INSERT COURT HEARING DATE], the Hon. Haywood S. Gilliam, Jr. will hold a public hearing in Courtroom 2, 4th Floor of the United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, and whether to approve Plaintiff's request for enhancements. Settlement Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval.

X. Where can I get more information?

If you have questions about this Notice, the enclosed Request for Exclusion, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement Class, you should contact [INSERT SETTLEMENT ADMINISTRATOR INFORMATION], for more information or to request that a copy of this Notice be sent to you in the mail. You may also request a copy of the full Settlement Agreement.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and available to be inspected at any time during regular business hours at the Clerk's Office, United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612. You may also review the pleadings, records and other papers on file in this lawsuit at the Clerk's Office.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR DEFENDANT FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

QUESTIONS? CALL [INSERT TOLL-FREE NUMBER]

Exhibit A-8

NOTICE OF SETTLEMENT OF CLASS ACTION

Exhibit A-9

NOTICE OF SETTLEMENT OF CLASS ACTION

EXHIBIT "B"

EXHIBIT B

**REQUEST FOR EXCLUSION FROM SETTLEMENT
AND EXCLUSION FROM INDIVIDUAL SETTLEMENT PAYMENT**

Christine Crump v. Hyatt Corporation

United States District Court for the Northern District of California

Case No. 4:20-cv-00295-HSG

YOU MAY TIMELY SUBMIT THIS REQUEST FOR EXCLUSION *ONLY* IF YOU *DO NOT WISH TO BE INCLUDED IN THE SETTLEMENT* AND IF YOU *DO NOT WISH TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT*.

INSTRUCTIONS:

You must timely complete, sign, and mail this Request for Exclusion if you want to “opt-out” of the Settlement and do not want to receive an Individual Settlement Payment. If you choose to continue to pursue the lawsuit, you will have to find new counsel at your own expense.

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

NAME AND FORMER NAMES (IF ANY): _____
ADDRESS LINE 1 _____
ADDRESS LINE 2 _____
LAST FOUR DIGITS OF
SOCIAL SECURITY NUMBER _____
TELEPHONE NUMBER _____

If you want to be excluded from the Settlement and not receive an Individual Settlement Payment, you must timely file this Request for Exclusion with **[INSERT SETTLEMENT ADMINISTRATOR INFORMATION]** no later than **[INSERT DATE]**.

I declare the foregoing to be true and correct under penalty of perjury under the laws of the United States and the State of California.

Date: _____, 2022

Signed: _____
[NAME]

Exhibit B-1

REQUEST FOR EXCLUSION FROM SETTLEMENT

EXHIBIT “C”

1 R. Rex Parris (SBN 96567)
rparris@parrislawyers.com
2 Alexander R. Wheeler (SBN 239541)
awheeler@parrislawyers.com
3 Kitty K. Szeto (SBN 258136)
kszeto@parrislawyers.com
4 Ryan A. Crist (SBN 316653)
rcrist@parrislawyers.com

5 **PARRIS LAW FIRM**
43364 10th Street West
6 Lancaster, California 93534
Telephone: (661) 949-2595
7 Facsimile: (661) 949-7524

8 Edwin Aiwazian (SBN 232943)
edwin@lfjpc.com
9 Shahin Yousef Mehvary (SBN 323455)
shahin@lfjpc.com

10 **LAWYERS for JUSTICE, PC**
410 Arden Avenue, Suite 203
11 Glendale, California 91203
Telephone: (818) 265-1020
12 Facsimile: (818) 265-1021

13 Attorneys for Plaintiff and the Putative Class
14 and Aggrieved Employees

15 **UNITED STATES DISTRICT COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**

17 CHRISTINE CRUMP, individually, and on)
18 behalf of other members of the general public)
19 similarly situated and on behalf of other)
20 aggrieved employees pursuant to the California)
Private Attorneys General Act;

21 Plaintiff,

22 v.

23 HYATT CORPORATION, an unknown business)
24 entity; and DOES 1 through 100, inclusive,

25 Defendants.
26
27
28

Case No. 4:20-cv-00295-HSG

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES &
ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, CALIFORNIA LABOR CODE
§ 2698, ET SEQ.**

- (1) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (2) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (3) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (4) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);

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-) (5) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
-) (6) Violation of California Business & Professions Code §§ 17200, et seq.;
-) and
-) (7) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

1 COMES NOW, Plaintiff CHRISTINE CRUMP (“Plaintiff”), individually, and on behalf of
2 other members of the general public similarly situated and on behalf of other aggrieved employees
3 pursuant to the California Private Attorney General Act, and alleges as follows:

4 **JURISDICTION AND VENUE**

5 1. This class action is brought pursuant to the California Code of Civil Procedure section
6 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits
7 of the Superior Court and will be established according to proof at trial.

8 2. This Court has jurisdiction over this action pursuant to the California Constitution,
9 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except
10 those given by statute to other courts. The statutes under which this action is brought do not specify
11 any other basis for jurisdiction.

12 3. This Court has jurisdiction over Defendant because, upon information and belief,
13 Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise
14 intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by
15 California courts consistent with traditional notions of fair play and substantial justice.

16 4. Venue is proper in this Court because, upon information and belief, Defendant maintains
17 offices, has agents, employs individuals, and/or transacts business in the State of California, County of
18 Alameda. The majority of acts and omissions alleged herein relating to Plaintiff and the other class
19 members took place in the State of California, including the County of Alameda.

20 **PARTIES**

21 5. Plaintiff CHRISTINE CRUMP is an individual residing in the State of California,
22 County of Alameda.

23 6. Defendant HYATT CORPORATION, at all times herein mentioned, was and is, upon
24 information and belief, an employer whose employees are engaged throughout the State of California,
25 including the County of Alameda.

26 7. At all relevant times, Defendant HYATT CORPORATION was the “employer” of
27 Plaintiff within the meaning of all applicable California laws and statutes.

28 8. At all times herein relevant, Defendants HYATT CORPORATION and DOES 1 through

1 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives,
2 servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all
3 times relevant hereto were acting within the course and scope of their authority as such agents, partners,
4 joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators
5 and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification,
6 knowledge, permission, encouragement, authorization and/or consent of each defendant designated as
7 a DOE herein.

8 9. The true names and capacities, whether corporate, associate, individual or otherwise, of
9 defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such
10 fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges,
11 that each of the defendants designated as a DOE is legally responsible for the events and happenings
12 referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other
13 class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint
14 to show the true names and capacities when the same have been ascertained.

15 10. Defendant HYATT CORPORATION and DOES 1 through 100 will hereinafter
16 collectively be referred to as "Defendants."

17 11. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the
18 working conditions, wages, working hours, and conditions of employment of Plaintiff and the other
19 class members and aggrieved employees so as to make each of said Defendants employers and
20 employers liable under the statutory provisions set forth herein.

21 **CLASS ACTION ALLEGATIONS**

22 12. Plaintiff brings this action on her own behalf and on behalf of all other members of the
23 general public similarly situated, and, thus, seeks class certification under California Code of Civil
24 Procedure section 382.

25 13. The proposed class is defined as follows:

26 All current and former hourly-paid or non-exempt employees who worked for any of
27 the Defendants within the State of California at any time during the period from
28 December 6, 2015 to final judgment and who reside in California.

1 14. Plaintiff reserves the right to establish subclasses as appropriate.

2 15. The class is ascertainable and there is a well-defined community of interest in the
3 litigation:

4 a. Numerosity: The class members are so numerous that joinder of all class
5 members is impracticable. The membership of the entire class is unknown to
6 Plaintiff at this time; however, the class is estimated to be greater than fifty (50)
7 individuals and the identity of such membership is readily ascertainable by
8 inspection of Defendants' records.

9 b. Typicality: Plaintiff's claims are typical of all other class members' as
10 demonstrated herein. Plaintiff will fairly and adequately protect the interests of
11 the other class members with whom she has a well-defined community of
12 interest.

13 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class
14 member, with whom she has a well-defined community of interest and typicality
15 of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to
16 the other class members. Plaintiff's attorneys, the proposed class counsel, are
17 versed in the rules governing class action discovery, certification, and settlement.
18 Plaintiff has incurred, and during the pendency of this action will continue to
19 incur, costs and attorneys' fees, that have been, are, and will be necessarily
20 expended for the prosecution of this action for the substantial benefit of each
21 class member.

22 d. Superiority: A class action is superior to other available methods for the fair and
23 efficient adjudication of this litigation because individual joinder of all class
24 members is impractical.

25 e. Public Policy Considerations: Certification of this lawsuit as a class action will
26 advance public policy objectives. Employers of this great state violate
27 employment and labor laws every day. Current employees are often afraid to
28 assert their rights out of fear of direct or indirect retaliation. However, class

1 actions provide the class members who are not named in the complaint
2 anonymity that allows for the vindication of their rights.

3 16. There are common questions of law and fact as to the class members that predominate
4 over questions affecting only individual members. The following common questions of law or fact,
5 among others, exist as to the members of the class:

- 6 a. Whether Defendants' failure to pay wages, without abatement or reduction, in
7 accordance with the California Labor Code, was willful;
- 8 b. Whether Defendants' had a corporate policy and practice of failing to pay their
9 hourly-paid or non-exempt employees within the State of California for all hours
10 worked in violation of California law;
- 11 c. Whether Defendants required Plaintiff and the other class members to work over
12 eight (8) hours per day and/or over forty (40) hours per week;
- 13 d. Whether Defendants failed to pay minimum wages to Plaintiff and the other class
14 members for all hours worked;
- 15 e. Whether Defendants failed to pay all wages due to Plaintiff and the other class
16 members within the required time upon their discharge or resignation;
- 17 f. Whether Defendants failed to timely pay all wages due to Plaintiff and the other
18 class members during their employment;
- 19 g. Whether Defendants complied with wage reporting as required by the California
20 Labor Code; including, *inter alia*, section 226;
- 21 h. Whether Defendants kept complete and accurate payroll records as required by
22 the California Labor Code, including, *inter alia*, section 1174(d);
- 23 i. Whether Defendants' conduct was willful or reckless;
- 24 j. Whether Defendants engaged in unfair business practices in violation of
25 California Business & Professions Code section 17200, et seq.;
- 26 k. The appropriate amount of damages, restitution, and/or monetary penalties
27 resulting from Defendants' violation of California law; and
- 28 l. Whether Plaintiff and the other class members are entitled to compensatory

1 damages pursuant to the California Labor Code.

2 **PAGA ALLEGATIONS**

3 17. At all times herein set forth, PAGA was applicable to Plaintiff's employment by
4 Defendants.

5 18. At all times herein set forth, PAGA provides that any provision of law under the
6 California Labor Code that provides for a civil penalty, including unpaid wages and premium wages,
7 to be assessed and collected by the LWDA for violations of the California Labor Code may, as an
8 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself
9 and other current or former employees pursuant to procedures outlined in California Labor Code
10 section 2699.3.

11 19. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
12 employee," who is any person that was employed by the alleged violator and against whom one or
13 more of the alleged violations was committed.

14 20. Plaintiff was employed by Defendants and the alleged violations were committed
15 against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and
16 the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c)
17 in that they are current or former employees of Defendants, and one or more of the alleged violations
18 were committed against them.

19 21. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
20 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
21 have been met:

- 22 a. The aggrieved employee shall give written notice by online submission
23 (hereinafter "Employee's Notice") to the LWDA and by certified mail to the
24 employer of the specific provisions of the California Labor Code alleged to have
25 been violated, including the facts and theories to support the alleged violations.
- 26 b. The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer
27 and the aggrieved employee by certified mail that it does not intend to investigate
28 the alleged violation within sixty (60) calendar days of the postmark date of the

1 Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice
2 is not provided within sixty-five (65) calendar days of the postmark date of the
3 Employee's Notice, the aggrieved employee may commence a civil action
4 pursuant to California Labor Code section 2699 to recover civil penalties in
5 addition to any other penalties to which the employee may be entitled.

6 22. On September 30, 2019, Plaintiff provided written notice by online submission to the
7 LWDA and by certified mail to Defendant HYATT CORPORATION of the specific provisions of the
8 California Labor Code alleged to have been violated, including the facts and theories to support the
9 alleged violations. Plaintiff did not receive an LWDA Notice within sixty-five (65) days of the date of
10 the submission of Plaintiff's Notice.

11 23. Therefore, the administrative prerequisites under California Labor Code section
12 2699.3(a) to recover civil penalties, in addition to other remedies, for violations of California Labor
13 Code sections 201, 202, 203, 204, 226, 226.3, 510, 1174, 1194, 1197, 1197.1, and 1198 have been
14 satisfied.

15 **GENERAL ALLEGATIONS**

16 24. At all relevant times set forth herein, Defendants employed Plaintiff and other persons
17 as hourly-paid or non-exempt employees within the State of California, County of Alameda.

18 25. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt
19 employee, from approximately January 2019 to approximately June 2019, in the State of California,
20 County of Alameda.

21 26. Defendants hired Plaintiff and the other class members and classified them as hourly-
22 paid or non-exempt employees, and failed to compensate them for all hours worked.

23 27. Defendants had the authority to hire and terminate Plaintiff and the other class members,
24 to set work rules and conditions governing Plaintiff's and the other class members' employment, and
25 to supervise their daily employment activities.

26 28. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's
27 and the other class members' employment for them to be joint employers of Plaintiff and the other
28 class members.

1 29. Defendants directly hired and paid wages and benefits to Plaintiff and the other class
2 members.

3 30. Defendants continue to employ hourly-paid or non-exempt employees within the State
4 of California.

5 31. Defendant unfairly rounds its clock-in and clock-out times against the hourly employees.
6 It allows employees to clock in several minutes earlier than their scheduled shift, but then automatically
7 adjusts the clock-in time to the nearest hour. By way of example, on Monday, May 6, 2019, Plaintiff
8 clocked in at 2:23 p.m. and began working, but her timesheet automatically adjusted it to 2:30 p.m. In
9 addition, she clocked out at 11:05 p.m., but her timesheet automatically adjusted it back down to 11:00
10 p.m. In total, this meant Plaintiff was deprived of twelve minutes of wages for this single workday. This
11 happened to Plaintiff on a regular basis during every workweek, and she saw several of her other co-
12 workers clocking-in prior to the start of their shifts and clocking-out after the ends of their shifts. Plaintiff
13 is informed and believes, and based thereon alleges they did not get paid for this time either. These issues
14 were present for Plaintiff during the same workweek she was hired and continued through the class
15 period. She is informed and believes, and based thereon alleges, these issues existed through the entire
16 class period.

17 32. As a result of Defendant's unlawful rounding policy, Plaintiff and the other class
18 members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their
19 employment with Defendants.

20 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged
21 in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the
22 State of California. This pattern and practice involved, *inter alia*, failing to pay them for all regular
23 wages earned in violation of California law.

24 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
25 should have known that Plaintiff and the other class members were entitled to receive at least minimum
26 wages for compensation and that they were not receiving at least minimum wages for all hours worked.

27 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
28 should have known that Plaintiff and the other class members were entitled to receive all wages owed

1 to them upon discharge or resignation, including minimum wages, and they did not, in fact, receive all
2 such wages owed to them at the time of their discharge or resignation.

3 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
4 should have known that Plaintiff and the other class members were entitled to receive all wages owed
5 to them during their employment. Plaintiff and the other class members did not receive payment of all
6 wages, including minimum wages, within any time permissible under California Labor Code section
7 204.

8 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
9 should have known that Plaintiff and the other class members were entitled to receive complete and
10 accurate wage statements in accordance with California law, but, in fact, they did not receive complete
11 and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to
12 include the total number of hours worked by Plaintiff and the other class members.

13 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
14 should have known that Defendants had to keep complete and accurate payroll records for Plaintiff and
15 the other class members in accordance with California law, but, in fact, did not keep complete and
16 accurate payroll records.

17 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
18 should have known that they had a duty to compensate Plaintiff and the other class members pursuant
19 to California law, and that Defendants had the financial ability to pay such compensation, but willfully,
20 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the other class
21 members that they were properly denied wages, all in order to increase Defendants' profits.

22 40. During the relevant time period, Defendants failed to pay Plaintiff and the other class
23 members at least minimum wages for all hours worked.

24 41. During the relevant time period, Defendants failed to pay Plaintiff and the other class
25 members all wages owed to them upon discharge or resignation.

26 42. During the relevant time period, Defendants failed to pay Plaintiff and the other class
27 members all wages within any time permissible under California law, including, *inter alia*, California
28 Labor Code section 204.

1 43. During the relevant time period, Defendants failed to provide complete or accurate wage
2 statements to Plaintiff and the other class members.

3 44. During the relevant time period, Defendants failed to keep complete or accurate payroll
4 records for Plaintiff and the other class members.

5 45. During the relevant time period, Defendants failed to properly compensate Plaintiff and
6 the other class members pursuant to California law in order to increase Defendants' profits.

7 46. California Labor Code section 218 states that nothing in Article 1 of the Labor Code
8 shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or
9 her] under this article."

10 **FIRST CAUSE OF ACTION**

11 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

12 **(Against HYATT CORPORATION and DOES 1 through 100)**

13 47. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 46,
14 and each and every part thereof with the same force and effect as though fully set forth herein.

15 48. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide
16 that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum
17 so fixed is unlawful.

18 49. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff
19 and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and
20 1197.1.

21 50. Defendants' failure to pay Plaintiff and the other class members the minimum wage as
22 required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections
23 Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage
24 compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal
25 to the wages unlawfully unpaid and interest thereon.

26 51. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members
27 are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum
28 wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

1 52. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members
2 are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
3 interest thereon.

4 **SECOND CAUSE OF ACTION**

5 **(Violation of California Labor Code §§ 201 and 202)**

6 **(Against HYATT CORPORATION and DOES 1 through 100)**

7 53. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 52,
8 and each and every part thereof with the same force and effect as though fully set forth herein.

9 54. At all relevant times herein set forth, California Labor Code sections 201 and 202
10 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
11 discharge are due and payable immediately, and if an employee quits his or her employment, his or her
12 wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the
13 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the
14 employee is entitled to his or her wages at the time of quitting.

15 55. During the relevant time period, Defendants intentionally and willfully failed to pay
16 Plaintiff and the other class members who are no longer employed by Defendants their wages, earned
17 and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

18 56. Defendants' failure to pay Plaintiff and the other class members who are no longer
19 employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their
20 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

21 57. California Labor Code section 203 provides that if an employer willfully fails to pay
22 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue
23 as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but
24 the wages shall not continue for more than thirty (30) days.

25 58. Plaintiff and the other class members are entitled to recover from Defendants the
26 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to
27 California Labor Code section 203.

28 ///

1 **THIRD CAUSE OF ACTION**

2 **(Violation of California Labor Code § 204)**

3 **(Against HYATT CORPORATION and DOES 1 through 100)**

4 59. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 58,
5 and each and every part thereof with the same force and effect as though fully set forth herein.

6 60. At all times herein set forth, California Labor Code section 204 provides that all wages
7 earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar
8 month, other than those wages due upon termination of an employee, are due and payable between the
9 16th and the 26th day of the month during which the labor was performed.

10 61. At all times herein set forth, California Labor Code section 204 provides that all wages
11 earned by any person in any employment between the 16th and the last day, inclusive, of any calendar
12 month, other than those wages due upon termination of an employee, are due and payable between the
13 1st and the 10th day of the following month.

14 62. At all times herein set forth, California Labor Code section 204 provides that all wages
15 earned for labor in excess of the normal work period shall be paid no later than the payday for the next
16 regular payroll period

17 63. During the relevant time period, Defendants intentionally and willfully failed to pay
18 Plaintiff and the other class members all wages due to them, within any time period permissible under
19 California Labor Code section 204.

20 64. Plaintiff and the other class members are entitled to recover all remedies available for
21 violations of California Labor Code section 204.

22 **FOURTH CAUSE OF ACTION**

23 **(Violation of California Labor Code § 226(a))**

24 **(Against HYATT CORPORATION and DOES 1 through 100)**

25 65. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 64,
26 and each and every part thereof with the same force and effect as though fully set forth herein.

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1 66. At all material times set forth herein, California Labor Code section 226(a) provides that
2 every employer shall furnish each of his or her employees an accurate itemized statement in writing
3 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
4 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
5 deductions, provided that all deductions made on written orders of the employee may be aggregated
6 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
7 employee is paid, (7) the name of the employee and his or her social security number, (8) the name and
8 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the
9 pay period and the corresponding number of hours worked at each hourly rate by the employee. The
10 deductions made from payments of wages shall be recorded in ink or other indelible form, properly
11 dated, showing the month, day, and year, and a copy of the statement or a record of the deductions
12 shall be kept on file by the employer for at least three years at the place of employment or at a central
13 location within the State of California.

14 67. Defendants have intentionally and willfully failed to provide Plaintiff and the other class
15 members with complete and accurate wage statements. The deficiencies include, but are not limited
16 to: the failure to include the total number of hours worked by Plaintiff and the other class members.

17 68. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
18 and the other class members have suffered injury and damage to their statutorily-protected rights.

19 69. More specifically, Plaintiff and the other class members have been injured by
20 Defendants' intentional and willful violation of California Labor Code section 226(a) because they
21 were denied both their legal right to receive, and their protected interest in receiving, accurate and
22 itemized wage statements pursuant to California Labor Code section 226(a).

23 70. Plaintiff and the other class members are entitled to recover from Defendants the greater
24 of their actual damages caused by Defendants' failure to comply with California Labor Code section
25 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

26 71. Plaintiff and the other class members are also entitled to injunctive relief to ensure
27 compliance with this section, pursuant to California Labor Code section 226(h).

28 ///

1 **FIFTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 1174(d))**

3 **(Against HYATT CORPORATION and DOES 1 through 100)**

4 72. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 71,
5 and each and every part thereof with the same force and effect as though fully set forth herein.

6 73. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central
7 location in the state or at the plants or establishments at which employees are employed, payroll records
8 showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned
9 by and any applicable piece rate paid to, employees employed at the respective plants or establishments.
10 These records shall be kept in accordance with rules established for this purpose by the commission,
11 but in any case shall be kept on file for not less than two years.

12 74. Defendants have intentionally and willfully failed to keep accurate and complete payroll
13 records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

14 75. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff
15 and the other class members have suffered injury and damage to their statutorily-protected rights.

16 76. More specifically, Plaintiff and the other class members have been injured by
17 Defendants' intentional and willful violation of California Labor Code section 1174(d) because they
18 were denied both their legal right and protected interest, in having available, accurate and complete
19 payroll records pursuant to California Labor Code section 1174(d).

20 **SIXTH CAUSE OF ACTION**

21 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

22 **(Against HYATT CORPORATION and DOES 1 through 100)**

23 77. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 76,
24 and each and every part thereof with the same force and effect as though fully set forth herein.

25 78. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful
26 and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors.
27 Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning
28 of Code of Civil Procedure section 1021.5.

1 79. Defendants’ activities as alleged herein are violations of California law, and constitute
2 unlawful business acts and practices in violation of California Business & Professions Code section
3 17200, et seq.

4 80. A violation of California Business & Professions Code section 17200, et seq. may be
5 predicated on the violation of any state or federal law. In this instant case, Defendants’ policies and
6 practices of requiring employees, including Plaintiff and the other class members, to unlawfully round
7 their hours worked. Defendants’ policies and practices of failing to pay minimum wages violate
8 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants’ policies and practices
9 of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code
10 sections 201, 202 and 204. Defendants also violated California Labor Code sections 226, and 1174(d).

11 81. As a result of the herein described violations of California law, Defendants unlawfully
12 gained an unfair advantage over other businesses.

13 82. Plaintiff and the other class members have been personally injured by Defendants’
14 unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss
15 of money and/or property.

16 83. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff
17 and the other class members are entitled to restitution of the wages withheld and retained by Defendants
18 during a period that commences four years prior to the filing of this Complaint; an award of attorneys’
19 fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an
20 award of costs.

21 **SEVENTH CAUSE OF ACTION**

22 **(Violation of California Labor Code §§ 2698, et seq.)**

23 **(Against HYATT CORPORATION and DOES 1 through 100)**

24 84. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 83,
25 and each and every part thereof with the same force and effect as though fully set forth herein.

26 85. PAGA expressly establishes that any provision of the California Labor Code which
27 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
28 divisions, commissions, boards, agencies or employees for a violation of the California Labor Code,

1 may be recovered through a civil action brought by an aggrieved employee on behalf of himself or
2 herself, and other current or former employees.

3 86. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
4 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
5 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

6 87. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved employees”
7 as defined by California Labor Code section 2699(c) in that they are all current or former employees
8 of Defendants, and one or more of the alleged violations was committed against them.

9 **Failure to Pay Minimum Wages**

10 88. Defendants’ failure to pay legally required minimum wages to Plaintiff and the other
11 aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity
12 prohibited by California Labor Code sections 1194, 1197 and 1197.1.

13 **Failure to Timely Pay Wages Upon Termination**

14 89. Defendants’ failure to timely pay wages to Plaintiff and the other aggrieved employees
15 upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or
16 unfair activity prohibited by California Labor Code sections 201 and 202.

17 **Failure to Timely Pay Wages During Employment**

18 90. Defendants’ failure to timely pay wages to Plaintiff and the other aggrieved employees
19 during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair
20 activity prohibited by California Labor Code section 204.

21 **Failure to Provide Complete and Accurate Wage Statements**

22 91. Defendants’ failure to provide complete and accurate wage statements to Plaintiff and
23 the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful
24 and/or unfair activity prohibited by California Labor Code section 226(a).

25 **Failure to Keep Complete and Accurate Payroll Records**

26 92. Defendants’ failure to keep complete and accurate payroll records relating to Plaintiff
27 and the other aggrieved employees in accordance with California Labor Code section 1174(d)
28 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

1 93. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf
2 of all aggrieved employees, requests and is entitled to recover from Defendants and each of them,
3 unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant
4 to California Labor Code section 218.5, as well as all statutory penalties against Defendants, and each
5 of them, including but not limited to:

- 6 a. Penalties under California Labor Code section 2699 in the amount of a hundred
7 dollars (\$100) for each aggrieved employee per pay period for the initial violation,
8 and two hundred dollars (\$200) for each aggrieved employee per pay period for
9 each subsequent violation;
- 10 b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in
11 the amount of fifty dollars (\$50) for each aggrieved employee per pay period for
12 the initial violation, and one hundred dollars (\$100) for each aggrieved employee
13 per pay period for each subsequent violation;
- 14 c. Penalties under California Labor Code section 210 in addition to, and entirely
15 independent and apart from, any other penalty provided in the California Labor
16 Code in the amount of a hundred dollars (\$100) for each aggrieved employee per
17 pay period for the initial violation, and two
18 d. hundred dollars (\$200) for each aggrieved employee per pay period for each
19 subsequent violation; and
- 20 e. Any and all additional penalties and sums as provided by the California Labor
21 Code and/or other statutes.

22 94. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
23 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and
24 Workforce Development Agency for the enforcement of labor laws and education of employers and
25 employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved
26 employees.

27 95. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs
28 pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, individually, and on behalf of other members of the general public similarly situated
3 and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act,
4 requests a trial by jury.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public
7 similarly situated and on behalf of other aggrieved employees pursuant to the California Private
8 Attorney General Act, prays for relief and judgment against Defendants, jointly and severally, as
9 follows:

10 **Class Certification**

- 11 1. That this action be certified as a class action;
12 2. That Plaintiff be appointed as the representative of the Class;
13 3. That counsel for Plaintiff be appointed as Class Counsel; and
14 4. That Defendants provide to Class Counsel immediately the names and most current/last
15 known contact information (address, e-mail and telephone numbers) of all class members.

16 5.

17 **As to the First Cause of Action**

18 6. That the Court declare, adjudge and decree that Defendants violated California Labor
19 Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the
20 other class members;

21 7. For general unpaid wages and such general and special damages as may be appropriate;

22 8. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
23 Plaintiff and the other class members in the amount as may be established according to proof at trial;

24 9. For pre-judgment interest on any unpaid compensation from the date such amounts were
25 due;

26 10. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
27 Labor Code section 1194(a);

28 11. For liquidated damages pursuant to California Labor Code section 1194.2;

- 1 12. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and
2 13. For such other and further relief as the Court may deem just and proper.

3 **As to the Second Cause of Action**

4 14. That the Court declare, adjudge and decree that Defendants violated California Labor
5 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
6 termination of the employment of Plaintiff and the other class members no longer employed by
7 Defendants;

8 15. For all actual, consequential, and incidental losses and damages, according to proof;

9 16. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff
10 and the other class members who have left Defendants' employ;

11 17. For pre-judgment interest on any unpaid compensation from the date such amounts were
12 due;

13 18. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

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

15 **As to the Third Cause of Action**

16 20. That the Court declare, adjudge and decree that Defendants violated California Labor
17 Code section 204 by willfully failing to pay all compensation owed at the time required by California
18 Labor Code section 204 to Plaintiff and the other class members;

19 21. For all actual, consequential, and incidental losses and damages, according to proof;

20 22. For pre-judgment interest on any unpaid compensation from the date such amounts were
21 due;

22 23. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

23 24. For such other and further relief as the Court may deem just and proper.

24 **As to the Fourth Cause of Action**

25 25. That the Court declare, adjudge and decree that Defendants violated the record keeping
26 provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff
27 and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

28 26. For actual, consequential and incidental losses and damages, according to proof;

1 27. For statutory penalties pursuant to California Labor Code section 226(e);

2 28. For injunctive relief to ensure compliance with this section, pursuant to California Labor
3 Code section 226(h);

4 29. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

5 30. For such other and further relief as the Court may deem just and proper.

6 **As to the Fifth Cause of Action**

7 31. That the Court declare, adjudge and decree that Defendants violated California Labor
8 Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff
9 and the other class members as required by California Labor Code section 1174(d);

10 32. For actual, consequential and incidental losses and damages, according to proof;

11 33. For statutory penalties pursuant to California Labor Code section 1174.5;

12 34. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

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

14 **As to the Sixth Cause of Action**

15 36. That the Court decree, adjudge and decree that Defendants violated California Business
16 and Professions Code sections 17200, et seq. by failing to pay at least minimum wages to Plaintiff and
17 the other class members and failing to pay Plaintiff's and the other class members' wages timely as
18 required by California Labor Code section 201, 202 and 204 and by violating California Labor Code
19 sections 226(a), and 1174(d).

20 37. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-
21 judgment interest from the day such amounts were due and payable;

22 38. For the appointment of a receiver to receive, manage and distribute any and all funds
23 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result
24 of violation of California Business and Professions Code sections 17200, et seq.;

25 39. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
26 Code of Civil Procedure section 1021.5;

27 40. For injunctive relief to ensure compliance with this section, pursuant to California
28 Business and Professions Code sections 17200, et seq.; and

1 41. For such other and further relief as the Court may deem just and proper.

2 **As to the Seventh Cause of Action**

3 42. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f)
4 and (g) plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203,
5 204, 226, 226.37, 510, 1174, 1194, 1197, 1197.1, and 1198; and

6 43. For such other and further relief as the Court may deem equitable and appropriate.

7 DATED: February 8, 2022

PARRIS LAW FIRM

8
9 By: /s/ Kitty K. Szeto
10 Kitty K. Szeto
11 Attorneys for Plaintiff and the
12 Putative Class and Aggrieved Employees
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