

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

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

LANCE BAIRD, individually, and on behalf
of all others similarly situated, and on
behalf of the HYATT CORPORATION
RETIREMENT SAVINGS PLAN,
Plaintiff(s),

v.

HYATT CORPORATION; HYATT
CORPORATION BENEFITS COMMITTEE
and its members,
Defendants.

Case No.: 2:22-cv-01620-DSF-Ex

**PRELIMINARY
APPROVAL ORDER**

PRELIMINARY APPROVAL ORDER:

- (1) GRANTING PRELIMINARY CERTIFICATION OF THE CLASS;**
- (2) GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT;**
- (3) APPOINTING A SETTLEMENT ADMINISTRATOR;**

- 1 (4) ENJOINING CLASS MEMBERS FROM PURSUING ANY CLAIMS THAT
- 2 ARISE OUT OF OR RELATE IN ANY WAY TO THE RELEASED CLAIMS
- 3 PENDING FINAL APPROVAL OF THE SETTLEMENT;
- 4 (5) DIRECTING NOTICE TO CLASS MEMBERS AND APPROVING THE
- 5 FORM AND MANNER OF NOTICE;
- 6 (6) APPROVING THE PLAN OF ALLOCATION;
- 7 (7) SCHEDULING A FINAL APPROVAL HEARING; AND
- 8 (8) SCHEDULING A HEARING ON CLASS COUNSEL’S FEE AND EXPENSE
- 9 APPLICATION AND PLAINTIFF’S REQUEST FOR A CASE
- 10 CONTRIBUTION AWARD.
- 11
- 12

13 The Court, having received and considered: (1) the Unopposed Amended
14 Motion for a Preliminary Approval Order (the “Motion”) by Plaintiff Lance Baird
15 (“Plaintiff” or “Class Representative”), in *Lance Baird v. Hyatt Corporation*, et al., C.D.
16 Cal. Case No. 2:22-cv-01620-DSF(Ex) (the “Class Action”), on his own behalf and on
17 behalf of the Class and the Hyatt Corporation Retirement Savings Plan (the “Plan”), on
18 the one hand, and Defendants Hyatt Corporation and the Hyatt Corporation Benefits
19 Committee (collectively, the “Defendants”) on the other hand, (2) the “Second
20 Amended Settlement Agreement and Release dated November 9, 2023 and all
21 exhibits thereto (the “Settlement Agreement”), (3) the declaration of counsel, and
22 having further considered the arguments of counsel and the pleadings and record in
23 the Class Action, the Court finds good cause for granting the Motion,

24 **ORDERS AS FOLLOWS:**

- 25 1. Capitalized terms not defined in this Order shall have the meaning ascribed to
- 26 them in Part I of the Settlement Agreement.
- 27

1 2. This Court has jurisdiction to consider the Motion and the relief requested
2 therein under 28 U.S.C. § 1331 and 29 U.S.C. § 1132(e)(1).

3 3. Venue before the Court is proper pursuant to 29 U.S.C. § 1132(e)(2).

4 4. The Court finds, on a preliminary basis and for the purposes of settlement only,
5 that the requirements for certification under Rule 23(a) and Rule 23(b)(1) are
6 satisfied:

7 a) The Settlement Class meets the numerosity requirement of Rule
8 23(a)(1), as it consists of approximately 1048 Class Members;

9 b) The Class Representative have asserted claims that have at least one
10 common question of law or fact to the Class and relate to the
11 management of the Plan as a whole;

12 c) The Class Representative is a current participant in the Plan and is
13 typical of other Class Members;

14 d) The Class Representative has no conflicts with other Class Members, is
15 adequate to represent the Settlement Class, and has retained experienced and
16 qualified counsel to represent the Settlement Class.
17

18 5. Class certification is appropriate under Rule 23(b)(1) because the Class
19 Representative asserts claims on behalf of the Plan as a whole, and prosecution of
20 separate actions by individual class members would create a risk of inconsistent or
21 varying adjudications with respect to individual class members that would establish
22 incompatible standards of conduct for Defendants and would be dispositive of the
23 interests of other class members as a practical matter, or would substantially impair or
24 impede their ability to protect their interests.
25

26 a) The Court appoints Miller Shah LLP and D. Joshua Staub as Class
27 Counsel and appoints Lance Baird as the Class Representative.
28

1 b) The non-opt out Class will be preliminarily certified for settlement
2 purposes only, under the terms of the Settlement Agreement. The
3 Settlement Class is defined as: All current and former participants
4 (including their beneficiaries or alternate payees) of the Hyatt
5 Corporation Retirement Savings Plan (the “Plan”) who [i] were employed
6 in California, Illinois, or New York, from March 10, 2016 through the date
7 of the Preliminary Approval Order (“Class Period”), [ii] received the full
8 value of their tips paid by credit card outside of their regular paycheck,
9 and [iii] had a deferral election in place when receiving those tips.

10 c) If the Court does not issue the Final Approval Order and Judgment, then
11 the certification will be vacated, and Defendants shall not be deemed to
12 have admitted the propriety of Class certification under any provision of
13 Federal Rule 23.

14 d) The terms set forth in the Settlement Agreement are preliminarily
15 approved, subject to further consideration at the hearing the Court will
16 hold pursuant to Federal Rule of Civil Procedure 23(e) to determine
17 whether the Settlement should receive final approval by the Court, as
18 provided for below (the “Final Approval Hearing”). Having considered the
19 terms of the Settlement and the submissions in support of preliminary
20 approval, the Court determines, in accordance with Federal Rules of Civil
21 Procedure, Rule 23(e)(1)(B), that it is likely that the Court will be able to
22 grant final approval of the Settlement under Federal Rules of Civil
23 Procedure, Rule 23(e)(2) following notice and a hearing. The Settlement
24 Agreement therefore is sufficiently within the range of reasonableness to
25 warrant the preliminary approval of the Settlement Agreement, the
26 scheduling of the Final Approval Hearing, and the mailing of Notice to
27 Class Members, each as provided for in this Order.
28

1 6. The Court approves the retention by Class Counsel of Strategic Claims
2 Services as the Settlement Administrator.

3 7. In further aid of the Court’s jurisdiction to review, consider, implement,
4 and enforce the Settlement, the Court orders that Plaintiff, all Class Members, and the
5 Plan are preliminarily enjoined and barred from commencing, prosecuting, or
6 otherwise litigating, in whole or in part, either directly, individually, representatively,
7 derivatively, or in any other capacity, whether by complaint, counterclaim, defense, or
8 otherwise, in any local, state, or federal court, arbitration forum, or in any agency or
9 other authority or forum wherever located, any contention, allegation, claim, cause of
10 action, matter, lawsuit, or action (including, but not limited to actions pending as of the
11 date of this Order), including, without limitation, any Unknown Claims, that arise out of
12 or relate in any way to the Released Claims or the Class Action.

13 8. The Court approves the Notice to Class Members in the form attached
14 hereto as **Exhibit 1**. The Court approves the form and content of the Notice as
15 appropriate and finds that it fairly and adequately:

- 16 a. Summarizes the claims that are asserted;
- 17 b. Identifies the Settlement Class;
- 18 c. Describes the terms and effect of the Settlement Agreement,
19 including the benefits of the Settlement and the class release;
- 20 d. Provides information regarding who is required to submit a Claim
21 Form and the process for doing so;
- 22 e. Notifies the Settlement Class that Class Counsel will seek
23 compensation from the Net Settlement Amount for administrative
24 expenses, attorneys’ fees and expenses, and a case contribution
25 award;

1 f. Describes how the recipients of the Class Notice may object to the
2 Settlement, or any requested administrative expenses, attorneys'
3 fees and expenses, or case contribution award; and

4 g. Gives notice to the Settlement Class of the time and place of the
5 Final Approval Hearing, and Class Members' right to appear.

6 9. The Court finds that the Plan of Allocation proposed by Plaintiff and
7 Class Counsel for allocating the Settlement Amount to Class Members, as described
8 in Article 6 of the Settlement Agreement, is likely to receive final approval and that the
9 Settlement Agreement is within the range of reasonableness to warrant preliminary
10 approval.

11 **Manner of Giving Notice**

12 10. The Plan shall use reasonable efforts to cause the Plan Recordkeepers
13 to provide to the Settlement Administrator, within 30 calendar days of the entry of this
14 Preliminary Approval Order, the Participant Data, as defined in the Plan of Allocation
15 as described in Article 6 to the Settlement Agreement (including names and last
16 known addresses and email addresses, if available) sufficient to effectuate the Notice,
17 implement the Plan of Allocation, and distribute the Settlement Fund on the terms
18 provided for in the Settlement Agreement. The names and addresses provided to the
19 Settlement Administrator pursuant to this Order shall be used solely for providing
20 Notice of this Settlement and distribution of the Settlement Fund, and for no other
21 purpose and, shall be treated as "Confidential" under the Protective Order governing
22 the Class Action.

23 11. Within 30 calendar days of the entry of this Order and no later than the
24 first date that the e-mailing or the mailing of the Notice occurs, the Settlement
25 Administrator shall establish a website containing the Notice, the Settlement
26 Agreement and its exhibits, this Order, the First Amended Complaint, and the Motions
27 for Preliminary Approval and Final Approval (when filed); the Motion for Attorneys'

1 Fees and Expenses (when filed); any approval order or other Court orders related to
2 the Settlement; any amendments or revisions to these documents; and any other
3 documents or information mutually agreed upon by the Parties.

4 12. Within 30 calendar days of the entry of this Order and no later than the
5 first date that the e-mailing or the mailing of the Notice occurs, the Settlement
6 Administrator shall establish a toll-free telephone number to which Class Members can
7 direct questions about the Settlement.

8 13. Within 45 calendar days after entry of this Order, or as may be modified
9 by the Court, the Settlement Administrator shall cause copies of the Notice to be sent
10 by first-class mail or electronic mail (if available) to all Class Members through the
11 notice procedure described in the Settlement Agreement.

12 14. Not later than 7 business days after sending the Notice to Class
13 Members, the Settlement Administrator shall provide to Class Counsel and
14 Defendants' Counsel a declaration attesting said compliance in sending out the Notice,
15 as set forth above.

16 15. The Court finds that the Notice to be provided as set forth in this Order is
17 appropriate under the circumstances and, when completed, shall constitute due and
18 sufficient notice of the Settlement and the Final Approval Hearing to the Settlement
19 Class, and is in full compliance with the requirements of due process and the Federal
20 Rules of Civil Procedure.

21 16. All reasonable costs incurred by the Settlement Administrator for
22 providing the Notice, as well as for administering the Settlement, shall be paid as set
23 forth in the Settlement Agreement.

24 **Final Approval Hearing**

25 17. The Court will hold the Final Approval Hearing on Monday May 20, 2024
26 in Courtroom 7D, of the United States District Court for the Central District of
27
28

1 California, 350 West 1st Street, Los Angeles, California 90012 for the following
2 purposes:

3 (a) to determine whether the non-opt out Settlement Class should be
4 certified for Settlement purposes only;

5 (b) to determine whether the proposed Settlement on the terms and
6 conditions provided for in the Settlement Agreement is fair, reasonable,
7 adequate, and in the best interests of the Class and should be finally approved
8 by the Court;

9 (c) to determine whether Class Counsel's Fee and Expense Application
10 is reasonable and should be approved;

11 (d) to determine whether Plaintiff's request for a case contribution award
12 is reasonable and should be approved;

13 (e) to determine whether a Final Approval Order and Judgment,
14 substantially in the form attached as **Exhibit 2 hereto**, should be entered
15 dismissing with prejudice all Claims; and

16 (f) to consider any other matters that may properly be brought before the
17 Court in connection with the Settlement. Notice of the Settlement and the Final
18 Approval Hearing shall be given to Class Members as set forth in Paragraph 8
19 of this Order.

20 18. The Court may adjourn the Final Approval Hearing and approve the
21 Settlement with such modification as the Parties may agree to, if appropriate, without
22 further notice to the Settlement Class.

23 19. No later than 45 calendar days before the Final Approval Hearing, Class
24 Counsel shall submit their papers in support of final approval of the Settlement
25 Agreement, and in support of Class Counsel's motion for attorneys' fees and expenses
26 and Plaintiff's request for a case contribution award.

27 **Objections to the Settlement**

1 20. The Court will consider written and/or oral comments and objections to
2 the Settlement, the proposed motion for attorneys' fees and expenses, and Plaintiff's
3 request for a case contribution award.

4 21. Any written objection to the proposed Settlement must be in writing and
5 must:

6 (a) clearly identify the case name and number (*i.e. Lance Baird v. Hyatt*
7 *Corporation, et al., C.D. Cal. Case No. 2:22-cv-01620-DSF-Ex*); and

8 (b) be submitted to the Settlement Administrator, Class Counsel, and
9 Defendants' Counsel.

10 22. To state a valid written objection to the Settlement, an objecting
11 Settlement Class Member must provide the following information in the Settlement
12 Class Member's written objection: (1) his/her/its full name, current address, and
13 current telephone number, and, if represented by counsel, any of his/her/its counsel's
14 name and contact information; (2) whether the objection applies only to the objecting
15 Class Member, to a specific subset of the Class, or to the entire Class; (3) a statement
16 of the position(s) the objector wishes to assert; and (4) copies of any other documents
17 that the objector wishes to submit in support of his/her/its position. .

18 23. Any Class Members' written objections and/or comments must be
19 submitted to the Settlement Administrator at least 30 calendar days before the Final
20 Approval Hearing.

21 24. Any Class Member who does not timely submit a written objection or
22 make an oral objection at the Final Approval Hearing shall be deemed to have waived,
23 and shall be foreclosed from raising, any objection to the Settlement, and any untimely
24 objection shall be barred absent an order from the Court.

25 25. Any Class Member who submits a timely, written comment or objection
26 in accordance with this Order may also appear at the Final Approval Hearing, either in
27 person or through qualified counsel retained at their own expense. Any comment or

1 objection that is timely submitted will be considered by the Court even in the absence
2 of a personal appearance by the Class Member or that Class Member's counsel.

3 26. Class Counsel shall file any timely submitted written objections to the
4 Court at least 14 calendar days prior to the Final Approval Hearing.

5 27. The Parties may file written responses to any written objections no later
6 than 5 business days before the Final Approval Hearing.

7 **Termination of Settlement**

8 28. If the Settlement is terminated in accordance with the terms of the
9 Settlement Agreement, this Order shall become null and void, *ab initio*, and shall be
10 without prejudice to the rights of the Parties, all of whom shall be deemed to have
11 reverted to their respective status in the Class Action immediately before the 2022
12 Mediation.

13 **Use of Order**

14 29. This Order is not admissible as evidence for any purpose against the
15 Released Settling Parties in any pending or future litigation. This Order:

16 (a) shall not give rise to any inference of, and shall not be construed or used as
17 an admission, concession, or declaration against any of the Released Settling Parties
18 of wrongdoing or liability in the Class Action or any other proceeding;

19 (b) is not an admission of any liability of any kind, whether legal or factual;

20 c) shall not be used or received in evidence in any action or proceeding for any
21 purpose, except in an action or proceeding to enforce the Settlement Agreement,
22 whether affirmatively or defensively;

23 (d) shall not be construed or used as an admission, concession, or declaration
24 by or against Plaintiff, the Plan, or the Settlement Class that the claims lack merit or
25 that the relief requested in the Action is inappropriate, improper, or unavailable; and
26
27
28

1 (e) shall not be construed or used as an admission, concession, declaration, or
2 waiver by any Party of any arguments, defenses, or claims he, she, or it may have in
3 the event that the Settlement Agreement is terminated.

4 30. This Order and the Settlement Agreement and any proceedings taken
5 pursuant to the Settlement Agreement are for settlement purposes only.

6 **Jurisdiction**

7 31. The Court may adjourn or continue the Final Approval Hearing without
8 further direct notice to the Class Members other than by notice to Class Counsel. The
9 Court retains jurisdiction over:

10 (a) the Parties for purposes of the administration, interpretation,
11 implementation, and enforcement of the Settlement;

12 (b) the disposition of the Settlement Fund;

13 (c) Class Counsel's motion for attorneys' fees and expenses and Plaintiff's
14 request for case contribution award; and

15 (d) the Class Members for all matters relating to the Class Action.

16
17 **SO ORDERED** this 10th day of January, 2024.

18
19 

20 The Honorable Dale Fischer
21 United States District Judge
22
23
24
25
26
27
28

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

Exhibit 1 – Notice to the class

**IN THE UNITED STATES DISTRICT COURT FOR
THE CENTRAL DISTRICT OF CALIFORNIA**

If you were or are a participant in the Hyatt Corporation Retirement Savings Plan when you worked for Hyatt in California, Illinois, or New York from March 10, 2016 through February 1, 2022, you received the full value of your credit card tips outside of your regular paycheck, and you elected to defer a percentage of your compensation to the Plan, your legal rights will be affected by this class action settlement.

The case is called Lance Baird v. Hyatt Corporation et al., which is pending in the United States District Court for the Central District of California and is assigned case number 2:22-cv-01620-DSF-Ex. A Court authorized this Notice. This is not a solicitation from a lawyer.

This Notice advises you of the settlement (“Settlement”) of a lawsuit against Hyatt Corporation and the Hyatt Corporation Benefits Committee (collectively “Hyatt”) (collectively, “Parties”). In the lawsuit, Plaintiff Lance Baird (“Plaintiff”) alleges that Hyatt violated the Employee Retirement Income Security Act of 1974 (“ERISA”) by, among other things, failing to defer credit card tipped income in accordance with the terms of the Hyatt Corporation Retirement Savings Plan (“Plan”). Hyatt denies these allegations and denies that it engaged in any improper conduct. You should read this entire Notice carefully because your legal rights will be affected by whether you act or not.

Your rights and options, and the deadline for you to object if you are opposed to the Settlement, are explained in this Notice.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	1
1. Why did I get this notice?	1
2. What is this lawsuit about?	1
3. What is a class action lawsuit?	1
4. Why is there a Settlement?	1
5. How do I get more information about the Settlement?	2
6. Who will administer the Settlement?	2
THE SETTLEMENT BENEFITS – WHAT DOES THE SETTLEMENT PROVIDE	2
7. What does the Settlement provide?	2
8. How may I benefit from the Settlement?	2
9. What is the Plaintiff receiving from the Settlement?	3
THE LAWYERS REPRESENTING YOU	3
10. Do I have a lawyer in this case?	3
11. How will the lawyers (Class Counsel) be paid?	3
OPTING OUT OF THE SETTLEMENT	3
12. Can I exclude myself from the Class?	3
OBJECTING TO THE SETTLEMENT	3
13. What does it mean to object?	3
14. What is the procedure for objecting to the Settlement or attorneys' fees?	3
THE COURT'S FINAL APPROVAL HEARING	4
15. When/where will the Court decide whether to approve the Settlement?	4
16. Do I have to attend the final approval hearing?	5
17. May I speak at the final approval hearing?	5
IF YOU DO NOTHING	5
18. What happens if I do nothing at all?	5

BASIC INFORMATION

1. Why did I get this Notice?

You have been identified as a participant, former participant, beneficiary, or alternate payee of a participant, of the Plan at any time on or after March 10, 2016 through February 1, 2022.

You are receiving this Notice because you have a right to know about the proposed Settlement of a class action lawsuit in which you are a class member before the Court decides whether to approve the Settlement.

This Notice summarizes the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The lawsuit is pending in the United States District Court for the Central District of California (the "Court"). It is known as *Lance Baird v. Hyatt Corporation et al.*, United States District Court for the Central District of California case number 2:22-cv-01620-DSF-Ex.

2. What is this lawsuit about?

On March 10, 2022, Plaintiff Baird filed an action against Hyatt, alleging that they violated ERISA by, among other things, failing to defer credit card tipped income in accordance with the terms of the Plan. Since the filing of the action, the Parties engaged in litigation, including exchanging substantial documentation and engaging in extensive fact and expert discovery and a lengthy mediation. In the mediation, the Parties ultimately were able to reach the terms of the Settlement explained in this Notice.

Hyatt has denied and continues to deny any wrongdoing or liability and would continue to vigorously defend the lawsuit if the proposed Settlement is not approved.

3. What is a class action lawsuit?

In a class action lawsuit, one or more people called "class representatives" sue on their own behalf and on behalf of other people who they allege may have similar claims. One court resolves all the issues for all class members in a single lawsuit. Plaintiff Baird is the class representative in this lawsuit.

4. Why is there a Settlement?

The Plaintiff and Hyatt have agreed to the Settlement after extensive negotiations. By agreeing to a Settlement, Plaintiff and Hyatt avoid the costs and risks of further litigation, and Plaintiff and the other members of the class will get compensation. The attorneys for the Plaintiff ("Class Counsel") have conducted an extensive review of the evidence in the case and the potential risks and benefits of continued litigation. Plaintiff and Class Counsel agree that the Settlement is in the best interest of the class. The Court has not made any finding that Hyatt has done anything wrong or violated any law or regulation.

5. How do I get more information about the Settlement?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.strategicclaims.net/hyatt401kclass, by contacting Class Counsel (see answer to question 14 for contact information) or the Settlement Administrator (see answer to question 6 for contact information), by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Central District of California, First Street Courthouse, 350 West 1st Street, Fourth Floor, Los Angeles, California, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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

6. Who will administer the Settlement?

The Strategic Claims Services will administer the Settlement. You may contact it by: (a) sending a letter to Baird 401k Settlement Administrator, c/o Strategic Claims Services, 600 North Jackson Street – Suite 205 Media, PA 19063; (b) sending an e-mail to info@strategicclaims.net; (c) visiting the Settlement website at www.strategicclaims.net/hyatt401kclass; or (d) calling 866-274-4004.

THE SETTLEMENT BENEFITS – WHAT DOES THE SETTLEMENT PROVIDE

7. What does the Settlement provide?

Hyatt has agreed to pay a total of \$1,475,000 (the "Settlement Amount") to the class members with up to 25% of that amount to be paid to Class Counsel in attorneys' fees to the extent approved by the Court. The Settlement Amount also will be used to reimburse Class Counsel for expenses, including expert costs, and to pay up to \$17,500 to be paid to the Plaintiff as a case contribution award, to the extent approved by the Court. The amount that will be available for distribution to class members (known as the "Net Settlement Amount") will be the Settlement Amount *minus* the amounts used for other Settlement purposes (attorney fees, expenses, mediation expenses, contribution award to the Plaintiff, settlement administration expenses, and certain taxes and tax-related costs).

8. How may I benefit from the Settlement?

You may benefit by receiving payment of a portion of the Net Settlement Amount. The amount paid to each current participant and authorized former participant will be determined by a plan of allocation. As explained below, if you are a current participant, or beneficiary or alternate payee of a Plan participant and you have an active account in the Plan, you do not need to take any action in order to receive payment under the Settlement. If you are a former participant, or a beneficiary or alternate payee of a Plan participant and you do not have an active account in the Plan, you will be paid directly by the Settlement Administrator by check if the value of your portion of the Net Settlement Amount exceeds \$10. All such payments are intended by the Settlement Class to be "restorative payments" in accordance with Internal Revenue Service Revenue Ruling 2002-45. Checks issued shall be valid for 180 days from the date of

issue.

All checks that are undelivered or are not cashed before their expiration date shall revert to the Qualified Settlement Fund.

9. What is the Plaintiff receiving from the Settlement?

In this case, there is one Class Representative, Lance Baird. Class Counsel intends to ask the Court to award the Class Representative a case contribution award of \$17,500 in recognition of the work and effort he expended on behalf of the Class.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

Yes. The Court has appointed the law firms of Miller Shah LLP and D. Joshua Staub as co-lead Class Counsel. You will not be charged for the work of these lawyers. If you want to be represented by a different lawyer in this case, you may hire one at your own expense.

11. How will the lawyers (Class Counsel) be paid?

Class Counsel will ask the Court for an award of attorneys' fees of up to \$368,750, which is 25% of \$1,475,000. Class Counsel will also ask the court for reimbursement of expenses incurred on behalf of the class.

OPTING OUT OF THE SETTLEMENT

12. Can I exclude myself from the Class?

No. The Class has been certified under Federal Rule of Civil Procedure 23(b)(1). Therefore, as a Class Member, you are bound by any judgments or orders that are entered in the lawsuit for all claims that were asserted in the lawsuit or are otherwise included as Released Claims as defined in the Settlement Agreement. If you wish to object to any part of the Settlement, you may (as discussed below) submit your objection to the Settlement Administrator and counsel about why you object to the Settlement. The Settlement Administrator will submit your objection to the Court. **DO NOT SUBMIT ANY OBJECTION DIRECTLY TO THE COURT.**

OBJECTING TO THE SETTLEMENT

13. What does it mean to object?

Objecting is simply telling the Court that you do not like something about the Settlement. Objecting will not have any bearing on your right to receive the benefits of the Settlement if it is approved by the Court.

14. What is the procedure for objecting to the Settlement?

You can ask the Court to deny approval by submitting a written objection to the Settlement Administrator. Even if you don't submit a written objection, you also may appear at the final approval hearing on May 20, 2024 to object to the proposed settlement.

You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must (a) clearly identify the case name and number Lance Baird v. Hyatt Corporation et al., C.D. Cal. Case No. 2:22-cv-01620-DSF-Ex (C.D. Cal.), (b) be submitted to the Settlement Administrator by email, info@strategicclaims.net, or mail, 600 North. Jackson Street, Suite 205, Media, PA 19063, postmarked on or before 30 calendar days before the final approval hearing, and (c) be sent to Class Counsel and Defense Counsel at the below addresses.

Your written objection must also include (1) your full name, current address, and current telephone number, and, if represented by counsel, any of your counsel's name and contact information; (2) whether the objection applies only to the objecting Class Member, to a specific subset of the Class, or to the entire Class; (3) a statement of the position(s) the objector wishes to assert; and (4) copies of any other documents that the objector wishes to submit in support of his/her/its position.

ANY CLASS MEMBER WHO DOES NOT OBJECT IN THE MANNER DESCRIBED ABOVE SHALL BE DEEMED TO HAVE WAIVED ANY OBJECTION AND SHALL NOT HAVE ANY RIGHT TO OBJECT TO THE FAIRNESS OR ADEQUACY OF THE SETTLEMENT

<u>Class Counsel</u>	<u>Defense Counsel</u>
Ronald S. Kravitz Miller Shah LLP 456 Montgomery Street Suite 1900 San Francisco, CA 94104 Tel: (415) 479-5292 rskravitz@millershah.com	<u>Samuel Schwartz-Fenwick (PHV)</u> <u>233 S. Wacker Drive,</u> <u>Ste. 8000</u> <u>Chicago, IL 60606-</u> <u>6448 Tel: (312) 460-</u> <u>5000 Fax: (312) 460-</u> <u>7000</u> <u>sschwartz-fenwick@seyfarth.com</u>
D. Joshua Staub Law Office of D. Joshua Staub 13015 Washington Blvd. Los Angeles CA 90066 Tel: (310) 929-5269 josh@djoshuastaub.com	

THE COURT'S FINAL APPROVAL HEARING

15. When/where will the Court decide whether to approve the Settlement?

On May 20, 2024 at 1:30 p.m., in Courtroom 7D of the United States District Court for the Central District of California, 350 West 1st Street, Los Angeles, California 90012 the Court will hold a final approval hearing to determine whether the proposed Settlement is fair, reasonable, and adequate and whether it should be approved. The hearing may be continued from time to time by the Court without further notice.

16. Do I have to attend the final approval hearing?

No; however, you are welcome to attend at your own expense. If you submit a written objection to the Settlement, you do not have to go to Court to talk about it. As long as your objection is submitted in conformity with the requirements in answer to question 14 above, the Court will consider it. You also may send your own lawyer to attend the final approval hearing.

17. May I speak at the final approval hearing?

You may ask the Court for permission to speak at the final approval hearing.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

You will receive a settlement payment, to the extent you are due such a benefit under the plan of allocation in the Agreement. Each Member of the Class gives Hyatt a "release." A release means you give up your rights to sue Hyatt or receive any benefits from any other lawsuit against Hyatt if the lawsuit asserts claims or relates in any way to the issues in this lawsuit. You can find the full release at www.strategicclaims.net/hyatt401kclass.

DATED: _____, 2024

**THIS NOTICE HAS BEEN SENT TO YOU BY ORDER
OF THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

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

EXHIBIT 2 – [Proposed] Final Approval Order and Judgment

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

LANCE BAIRD, individually, and on behalf
of all others similarly situated, and on
behalf of the HYATT CORPORATION
RETIREMENT SAVINGS PLAN,

Plaintiff(s),

v.

HYATT CORPORATION; HYATT
CORPORATION BENEFITS COMMITTEE
and its members,

Defendants.

Case No.: 2:22-cv-01620-DSF-Ex

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Judge: Honorable Dale S. Fischer

Complaint filed: March 10, 2022

FINAL APPROVAL ORDER AND JUDGMENT

WHEREAS, Plaintiff Lance Baird (“Plaintiff”) in *Lance Baird v. Hyatt Corporation et al.*, C.D. Cal. Case No. 2:22-cv-01620-DSF-Ex (the “Class Action”) on his own behalf and on behalf of the Class and the Hyatt Corporation Retirement Savings Plan (the “Plan”), on the one hand, and Defendants Hyatt Corporation and the Hyatt Corporation Benefits Committee (the “Committee”) (collectively, the “Defendants”), on the other hand, have entered into a “SECOND AMENDED CLASS ACTION SETTLEMENT AGREEMENT” dated November 9, 2023 (the “Settlement Agreement”), which provides for a complete dismissal with prejudice of all claims asserted in the Class Action against Defendants on the terms and conditions set forth in the Settlement Agreement, subject to the approval of this Court (the “Settlement”);

WHEREAS, the capitalized terms not defined in this Final Approval Order and Judgment shall have the same meaning ascribed to them in the Settlement Agreement;

WHEREAS, by Order dated _____ (the “Preliminary Approval Order”), this Court:

- 1 1. preliminarily certified the Class for settlement purposes only;
- 2 2. preliminarily approved the Settlement;
- 3 3. appointed a Settlement Administrator;
- 4 4. directed notice be given to the Class and approved the form and manner
- 5 of Notice;
- 6 5. approved the Plan of Allocation;
- 7 6. scheduled a Final Approval Hearing; and
- 8 7. scheduled a hearing on Class Counsel’s motion for attorneys’ fees and
- 9 expenses, and Plaintiff’s request for a case contribution award;

10 WHEREAS, the Court conducted a hearing (the “Final Approval Hearing”) to
11 consider, among other things:

- 12 8. whether the Class should be certified for settlement purposes only;
- 13 9. whether the proposed Settlement on the terms and conditions provided
- 14 for in the Settlement Agreement is fair, reasonable, adequate, and in the best interests
- 15 of the Class and should be finally approved by the Court;
- 16 10. whether Class Counsel’s request for attorneys’ fees and expenses is
- 17 reasonable and should be approved;
- 18 11. whether Plaintiff’s request for a case contribution award is reasonable
- 19 and should be approved; and
- 20 12. whether this Final Approval Order and Judgment should be entered
- 21 dismissing with prejudice all claims asserted in the Class Action against Defendants;
- 22 and

23 WHEREAS, the Court having reviewed and considered the Settlement
24 Agreement, all papers filed and proceedings held herein in the Class Action in
25 connection with the Settlement Agreement, all oral and written comments received,
26 and the record in this Class Action, and good cause appearing therefor;

27 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

28

1 13. **Jurisdiction:** The Court has jurisdiction over the subject matter of the
2 Class Action, and all matters relating to the Settlement Agreement, as well as personal
3 jurisdiction over all of the parties, and the class members.

4 14. **Incorporation of Settlement Documents:** This Final Approval Order
5 and Judgment incorporates and makes a part hereof: (a) the Settlement Agreement
6 filed with the Court on November 17, 2023, including the exhibits submitted therewith;
7 and (b) the Notice approved by the Court on _____.

8 15. **Class Certification:** The Court has held that the non-opt out class
9 should be certified under Federal Rules of Civil Procedure, Rule 23(a) and Rule
10 23(b)(1), under the terms of the Settlement Agreement. The Court confirms that the
11 class preliminarily certified under Rule 23(b)(1) is appropriate for the reasons set forth
12 in its Preliminary Approval Order, and hereby finally certifies the following non-opt-out
13 class:

14 “All current and former participants (including their beneficiaries or alternate
15 payees) of the Hyatt Retirement Savings Plan (the “Plan”) who [i] were employed in
16 California, Illinois, or New York from March 10, 2016 through the date of the
17 Preliminary Approval Order (“Class Period”), [ii] received the full value of tips paid by
18 credit card outside of their regular paycheck, and [iii] had a deferral election in place
19 when receiving those tips.”

20 16. **Notice:** The Court finds that the dissemination of the Notice: (a) was
21 implemented in accordance with the Preliminary Approval Order; (b) constituted
22 appropriate notice that was reasonably calculated, under the circumstances, to apprise
23 all Class Members of the pendency of the Class Action, of the effect of the Settlement
24 Agreement (including the releases provided for therein), of their right to object to the
25 Settlement and appear at the Final Approval Hearing, of Class Counsel’s request for
26 attorneys’ fees and expenses, and of Plaintiff’s request for a case contribution award;
27 (c) constituted appropriate notice to all persons or entities entitled to receive notice of
28

1 the proposed Settlement; and (d) satisfied the requirements of Rule 23 of the Federal
2 Rules of Civil Procedure, the United States Constitution including the Due Process
3 Clause, and all other applicable law and rules.

4 17. **Objections:** The Court finds _____.

5 18. **Final Settlement Approval:** Pursuant to Federal Rules of Civil
6 Procedure, Rule 23(e), the Court hereby approves the Settlement Agreement and the
7 terms therein as a fair, reasonable, and adequate settlement and compromise of the
8 claims asserted in the Class Action. The Court finds that the Settlement Agreement is
9 fair, reasonable, and adequate to the Plan and Class Members based on the following
10 findings of fact, conclusions of law, and determinations of mixed fact/law questions:

11 a. The Settlement Agreement resulted from arm's-length negotiations by
12 experienced and competent counsel overseen by a neutral mediator;

13 b. The Settlement Agreement was negotiated only after Class Counsel had
14 conducted a pre-settlement investigation and received pertinent information and
15 documents from Defendants in discovery;

16 c. The Settlement was reviewed and approved by an independent fiduciary.

17 d. Class Counsel and the Plaintiff were well-positioned to evaluate the
18 value of the Class Action;

19 e. If the Settlement Agreement had not been achieved, Plaintiff and the
20 Class Members faced significant expense, risk, and uncertainty in connection with the
21 litigation, which likely would have been prolonged;

22 f. The amount of the Settlement is fair, reasonable, and adequate in light of
23 the claims that were asserted, the risks of litigation, and settlements in other similar
24 cases, and the plan of allocation is also fair, reasonable, and appropriate;

25 g. The Plaintiff and Class Counsel support the Settlement Agreement, and
26 have concluded that the Settlement Agreement is fair, reasonable, and adequate;

1 h. Class Members had the opportunity to be heard on all issues relating to
2 the Settlement and the requested administrative expenses, attorneys' fees and
3 expenses, and Plaintiff's contribution award by submitting objections to the Settlement
4 Agreement to the Court. There were __ objections to the Settlement.

5 i. The Settlement also was reviewed by an Independent Fiduciary,
6 Fiduciary Counselors, who has approved and authorized the Settlement.

7 j. The Settlement treats Class Members equitably relative to each other.

8 19. The Motion for Final Approval of the Settlement Agreement is hereby
9 GRANTED, the settlement of the Class Action is APPROVED as fair, reasonable, and
10 adequate to the Plan and the Settlement Class, and the Parties are hereby directed to
11 take the necessary steps to effectuate the terms of the Settlement Agreement.

12 20. Class Counsel's motion for attorneys' fees, and expenses, and request
13 for a case contribution award, is hereby granted.

14 21. Pursuant to, and in accordance with, Rule 23 of the Federal Rules of
15 Civil Procedure, this Court fully and finally approves the Settlement Agreement in all
16 respects including, without limitation, the releases provided for therein; and the
17 dismissal with prejudice of the claims asserted in the Class Action, and finds that the
18 Settlement is, in all respects, fair, reasonable, and adequate, and is in the best
19 interests of Plaintiff, the Class, and the Plan. The Parties are directed to implement,
20 perform, and consummate the Settlement Agreement in accordance with the terms
21 and provisions of the Agreement.

22 22. The Settlement Administrator shall have final authority to determine the
23 share of the Net Settlement Amount to be allocated to each Settlement Class Member
24 pursuant to the Plan of Allocation.

25 23. Within 21 calendar days following the issuance of all settlement
26 payments to Class Members as provided by the Plan of Allocation, the Settlement
27 Administrator shall prepare and provide to Class Counsel and Defense Counsel a list

28

1 of each person who received a settlement payment or contribution from the Qualified
2 Settlement Fund and the amount of such payment or contribution.

3 24. **Dismissal of Claims:** As of the Effective Date, pursuant to Fed. R. Civ.
4 P. 54(b), all of the Claims against Defendants are dismissed with prejudice. The
5 Parties shall bear their own costs and expenses, except as otherwise expressly
6 provided in the Agreement.

7 25. **Binding Effect:** The terms of the Settlement Agreement and of this Final
8 Approval Order and Judgment shall be forever binding on Defendants, the released
9 settling parties, Plaintiff, and all Class Members, as well as their respective heirs,
10 beneficiaries, executors, administrators, estates, past and present partners, officers,
11 directors, agents, attorneys, predecessors, successors, and assigns, and as described
12 in the Settlement Agreement.

13 26. **CAFA:** Pursuant to the Class Action Fairness Act, 29 U.S.C. § 1711, et
14 seq., a separate notice of the Settlement Agreement (“CAFA Notice”) was provided to
15 the Attorneys General for each of the states in which a Class Member resides, the
16 Attorney General of the United States, and the United States Secretary of Labor. All
17 requirements of the Class Action Fairness Act (“CAFA”), 29 U.S.C. § 1711, et seq.,
18 have been met, and Defendants have fulfilled their obligations under CAFA.

19 27. **Releases:** The releases of the Released Claims, as set forth in the
20 Settlement Agreement (the “Releases”), are expressly incorporated herein in all
21 respects. The Releases are effective as of the date of the entry of this Final Approval
22 Order and Judgment.

23 28. **No Admissions:** This Final Approval Order and Judgment, the
24 Preliminary Approval Order, the Settlement Agreement (whether or not
25 consummated), including the exhibits thereto and the Plan of Allocation contained
26 therein (or any other plan of allocation that may be agreed-upon by the Parties or
27 approved by the Court) and any other supporting papers, and any related negotiations
28

1 or proceedings: (a) shall not give rise to any inference of, and shall not be construed or
2 used as an admission, concession, or declaration against any of the Defendants or
3 Defendant Released Parties of wrongdoing or liability in the Class Action or any other
4 proceeding; (b) are not an admission of any liability of any kind, whether legal or
5 factual; (c) shall not be used or received in evidence in any action or proceeding for
6 any purpose, except in an action or proceeding to enforce the Settlement Agreement,
7 whether affirmatively or defensively; (d) shall not be construed or used as an
8 admission, concession, or declaration by or against Plaintiff, the Plan, or the Class that
9 their claims lack merit or that the relief requested in the Class Action is inappropriate,
10 improper, or unavailable; and (e) shall not be construed or used as an admission,
11 concession, declaration, or waiver by any Party of any arguments, defenses, or claims
12 he, she, or it may have in the event that the Settlement Agreement is terminated. This
13 Order and the Settlement Agreement and any proceedings taken pursuant to the
14 Settlement Agreement are for settlement purposes only.

15 **29. Retention of Jurisdiction:** Without affecting the finality of this Final
16 Approval Order and Judgment in any way, this Court retains continuing and exclusive
17 jurisdiction over: (a) the Parties for purposes of the administration, interpretation,
18 implementation, and enforcement of the Settlement; (b) the disposition of the
19 Settlement Fund; (c) applications for attorneys' fees, expenses, and case contribution
20 award; and (d) the Class Members for all matters relating to the Class Action.

21 **30. Modification of the Agreement:** Without further approval from the
22 Court, Plaintiff and Defendants are authorized to agree to and adopt such
23 amendments or modifications of the Settlement Agreement or any exhibits attached
24 thereto to effectuate this Settlement that: (a) are not materially inconsistent with this
25 Final Approval Order and Judgment; and (b) do not materially limit the rights of Class
26 Members in connection with the Settlement Agreement.

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

31. **Termination:** If the Settlement does not go into effect or is terminated as provided for in the Settlement Agreement, then this Final Approval Order and Judgment (and any orders of the Court relating to the Settlement) shall be vacated, rendered null and void, and be of no further force or effect, except as otherwise provided by the Agreement.

32. **Entry of Final Judgment:** There is no just reason to delay entry of this Final Approval Order and Judgment as a final judgment with respect to the claims asserted in the Class Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this Final Approval Order and Judgment pursuant to Federal Rules of Civil Procedure, Rule 54(b) as against Defendants.

SO ORDERED this ____ day of _____, 2024.

The Honorable Dale Fischer
United States District Judge