

SECOND AMENDED CLASS ACTION SETTLEMENT AGREEMENT

This Second Amended Class Action Settlement Agreement (“Settlement Agreement”) is entered into between and among Lance Baird (“Plaintiff” or “Class Representative”), all the Class Members (see 2.9. below, the Hyatt Corporation (“Hyatt”) and the Hyatt Corporation Benefits Committee (the “Committee”). Hyatt and the Committee are referred to collectively as Defendants, and Defendants and Plaintiff are referred to collectively as the “Settling Parties.”

ARTICLE 1

Recitals

1.1 On March 10, 2022, Plaintiff filed a Complaint (No. 2:22-cv-01620-DSF (Ex)) on behalf of himself and all the participants in the Hyatt Corporation Retirement Savings Plan (“the Plan”). The Complaint, referred to as the “Class Action Complaint,” is brought against Defendants and asserts various claims under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq. (“ERISA”) based on Defendants’ management, operation, and administration of the Plan.

1.2 Subsequent to the filing of the Class Action Complaint, the Settling Parties began settlement discussions. These discussions included the exchange of discovery sought by Plaintiff to substantiate his theories of liability and damages.

1.3 On October 6, 2022, the Settling Parties held a full-day private mediation with Bob Meyer of JAMS. The Settling Parties reached agreement on the monetary terms of a potential settlement during the mediation and signed a Memorandum of Understanding regarding the principal settlement terms dated December 22, 2022. Thereafter, the Settling Parties continued negotiations regarding the terms of the Settlement Agreement. The entirety of the agreement reached by the Settling Parties is memorialized in the Settlement Agreement.

1.4 The Class Representative and Class Counsel consider it desirable and, in the Plan’s, and Class Members’ best interests, that the claims against Defendants be settled upon the terms set forth below. The Class Representative and Class Counsel have concluded that such terms are fair, reasonable, and adequate and that this settlement will result in benefits to the Plan and the Settlement Class.

1.5 Defendants deny all allegations of wrongdoing and deny all liability for the allegations and claims made in the Class Action. Defendants maintain that they are without fault or liability. Defendants contend that the Plan has been managed, operated, and administered at all relevant times in compliance with ERISA and applicable regulations, including the fiduciary and prohibited transaction provisions of ERISA. The Settlement Agreement, and the discussions between the Settling Parties preceding it, shall in no event constitute, be construed as, or be deemed evidence of, an admission or concession of any wrongdoing, fault, or liability of any kind by Defendants.

1.6 The Settling Parties have concluded that it is desirable that the Class Action be finally settled upon the terms and conditions set forth in the Settlement Agreement.

1.7 On August 28, 2023, the Settling Parties attended a hearing on Plaintiff's Motion for Settlement Approval. The Court requested that the Settling Parties modify the Amended Settlement Agreement to clarify certain terms.

1.8 Therefore, the Settling Parties, in consideration of the promises, covenants, and agreements herein described, acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, do hereby mutually agree as follows.

ARTICLE 2

Definitions

As used in the Settlement Agreement and the Exhibits hereto (as listed in Paragraph 13.17), unless otherwise defined, the following terms have the meanings specified below:

2.1 "Administrative Expenses" means expenses incurred in the administration of the Settlement Agreement, including (a) all fees, expenses, and costs associated with providing the Settlement Notices to the Settlement Class ; (b) all expenses and costs associated with the distribution of funds under the Plan of Allocation borne by the Settlement Administrator; (c) all fees and expenses associated with the services provided by the Settlement Administrator, and Escrow Agent in connection with the Settlement; and (d). Excluded from Administrative Expenses are internal expenses by the Settling Parties, the costs associated with the Independent Fiduciary and the Settling Parties' respective legal expenses. Administrative Expenses shall be paid from the Gross Settlement Amount.

2.2 "Alternate Payee" means a person other than a participant or Beneficiary in the Plan who is entitled to a benefit under the Plan as a result of a Qualified Domestic Relations Order.

2.3 "Amendment to the Plan" means the Plan amendment effective February 1, 2022, addressing the Automatic Reduction of Pay Contribution Election. The Settlement Class Members waive any objection to the Amendment to the Plan, and as set forth below release all claims related to the Amendment to the Plan.

2.4 "Attorneys' Fees and Costs" means (i) any and all attorneys' fees for their past, present, and future work, and efforts in connection with the Action and Settlement in an amount that shall not exceed 25% of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount; and (ii) any and all costs and expenses advanced and carried by Class Counsel in this litigation (including fees and costs charged or incurred by retained experts or consultants, mediation fees), which also shall be paid from the Gross Settlement Amount.

2.5 "Beneficiary" or "Beneficiaries" refers to a person who currently is entitled to receive a benefit under the Plan due to the death of a Plan participant. A Beneficiary includes, but is not limited to, a surviving spouse, domestic partner, or child of a Plan participant who currently is entitled to a benefit.

2.6 "Class Action" means the action styled Baird et. al. v. Hyatt Corporation, Civil Action No. 2:22-cv-01620-DSF (Ex), and venued in the United States District Court for the Central District of California.

2.7 “Class Action Complaint” means the Amended Complaint filed in the Class Action on March 10, 2022.

2.8 “Class Counsel” means Miller Shah, LLP, and D. Joshua Staub.

2.9 “Class Members” means all individuals in the Settlement Class.

2.10 “Class Period” means the period from March 10, 2016, through the date of the Preliminary Order.

2.11 “Class Representative” means Lance Baird.

2.12 “Class Representative’s Case Contribution Award” means an amount to be determined by the Court, but not to exceed \$17,500 (seventeen-thousand five hundred dollars) for Class Representative, which shall be paid from the Gross Settlement Amount directly to the Class Representative.

2.13 “Committee” means the Hyatt Corporation Benefits Committee, including its current and former members.

2.14 “Court” means the United States District Court for the Central District of California.

2.15 “Defendants” means Hyatt Corporation (“Hyatt”), the Plan, and the Committee.

2.16 “Defense Counsel” means Seyfarth Shaw LLP.

2.17 “Escrow Agent” means the entity selected and approved by the Parties to act as escrow agent for any portion of the Settlement Amount deposited in or accruing in the Settlement Fund pursuant to this Agreement.

2.18 “Fairness Hearing” means the hearing scheduled by the Court to consider (a) any objections from Class Members to the Settlement Agreement, (b) Class Counsel’s petition for Attorneys’ Fees and Costs and the Class Representative’s Case Contribution Award, and (c) whether to finally approve the Settlement Agreement under Federal Rules of Civil Procedure, rule 23..

2.19 “Final Order” means the order and final judgment approving the Settlement Agreement, implementing the terms of the Settlement Agreement, and dismissing the Class Action with prejudice, to be proposed by the Settling Parties for approval by the Court, in substantially the form attached as Exhibit 4 hereto.

2.20 “Final” means with respect to any judicial ruling, order, or judgment that the period for any motions for reconsideration, motions for rehearing, appeals, petitions for certiorari, or the like (“Review Proceeding”) has expired without the initiation of a Review Proceeding, or, if a Review Proceeding has been timely initiated, that it has been fully and finally resolved, either by court action or by voluntary action of any Settling Party, without any possibility of a reversal, vacatur, or modification of any judicial ruling, order, or judgment,

including the exhaustion of all proceedings in any remand or subsequent appeal and remand. The Settling Parties agree that absent an appeal or other attempted review proceeding, the period after which the Final Order becomes Final is 14 calendar days after the time for appeal expires. If any person appeals, the Final Order shall become Final 14 calendar days after the appeal is resolved and the time for all further appeal expires.

2.21 “Gross Settlement Amount” means the sum \$1,475,000.00, paid to the Qualified Settlement Fund in accordance with Article 5. The Gross Settlement Amount shall be the full and sole monetary payment to the Settlement Class, Plaintiff, and Class Counsel made on behalf of Defendants in connection with the Settlement effectuated through the Settlement Agreement. Once the Final Order is Final, no portion of the Gross Settlement Amount shall be returned to Defendants.

2.22 “Hyatt” means Hyatt Corporation.

2.23 “Independent Fiduciary” means Fiduciary Counselors, Inc., and shall be retained by Hyatt at its own expense.

2.24 “Net Settlement Amount” means the Gross Settlement Amount minus: (a) all Attorneys’ Fees and Costs paid to Class Counsel; (b) Class Representative Case Contribution Award as authorized by the Court; (c) all Administrative Expenses; and (d) a contingency reserve not to exceed an amount to be mutually agreed upon by the Settling Parties that is set aside by the Settlement Administrator for: (1) Administrative Expenses incurred before the Settlement Effective Date but not yet paid, (2) Administrative Expenses estimated to be incurred after the Settlement Effective Date, and (3) an amount estimated for adjustments of data or calculation errors.

2.25 “Plan” means the Hyatt Corporation Retirement Savings Plan.

2.26 “Plan of Allocation” means the methodology for allocating and distributing the Net Settlement Amount in accordance with Article 6 herein.

2.27 “Preliminary Order” means the order proposed by the Settling Parties and approved by the Court in connection with the Motion for Entry of the Preliminary Order to be filed by Class Representatives through Class Counsel, as described in Paragraph 3.2 and in substantially the form attached hereto as Exhibit 1.

2.28 “Qualified Settlement Fund” or “Settlement Fund” means the interest-bearing, settlement fund account to be established and maintained by the Escrow Agent in accordance with Article 6 herein and referred to as the Qualified Settlement Fund (within the meaning of Treas. Reg. § 1.468B-1).

2.29 “Released Claims” means any and all actual or potential claims, actions, demands, rights, obligations, liabilities, damages, attorneys’ fees, expenses, costs, and causes of action, whether arising under local, state, or federal law, whether by statute, contract, common law, equity, or otherwise, whether brought in an individual, representative, or any other capacity, whether involving legal equitable, injunctive, declarative, or any other type of relief (including, without limitation, indemnification or contribution), whether, known or unknown, suspected or

unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, that have been, could have been, or could be brought by or on behalf of all or any member of the Settlement Class or the Plan at any point prior to the Court's final approval of the Settlement, and that were asserted in the Class Action or that might have been asserted in the Class Action under any legal or equitable basis related in any way to deferral of credit card tips under the terms of the Plan, the Amendment to the Plan, employer matching under the Plan relating to credit card tip income, any claim that the Settlement Agreement or any aspect of its implementation violates any applicable law or right of any Settlement Class Member, or any claim that would have been barred by the doctrine of res judicata or claim preclusion had the Lawsuit been fully litigated to a final judgment.

2.30 Released Claims specifically exclude any claims that cannot be waived by law, or any claims arising out of or related to the Hyatt Hotels Corporation Employee Stock Purchase Plan as amended.

2.31 "Released Settling Parties" means (i) Hyatt, its parent, subsidiaries, and affiliates, (ii) the Plan, (iii) the Committee, (iv) every person who was a director, officer, governor, management committee member, Committee member, in-house counsel, employee, or agent of the Plan, Hyatt and/or the Committee; (v) any trustee or fiduciary (including *de facto* fiduciaries) for the Plan, together with any present or former representatives, insurers, reinsurers, consultants, administrators, representatives, attorneys, employee benefit plans, investment advisors, investment underwriters, and spouses, (vi) the Plan's recordkeeper as well as any consultants or advisors to the Plan or to any Plan fiduciary, and (vii) with respect to (i) through (vi) above their past and present and future members of their respective boards of directors, managers, partners, agents, members, shareholders (in their capacity as such), officers, employees, independent contractors, representatives, attorneys, administrators, fiduciaries, accountants, auditors, advisors, consultants, personal representatives, spouses, heirs, executors, administrators, associates, employee benefit plan fiduciaries (with the exception of the Independent Fiduciary), employee benefit plan administrators, and all other service providers to the Plan (including their owners and employees), members of their immediate families, consultants, subcontractors, and all persons acting under, by, through, or in concert with any of them.

2.32 "Settlement" refers to this agreement including exhibits.

2.33 "Settlement Administrator" means Strategic Claims Services, an independent contractor, retained by Class Counsel to perform duties specified in the Settlement.

2.34 "Settlement Agreement Execution Date" means the date on which the final signature is affixed to the Settlement Agreement.

2.35 "Settlement Class" means all current and former participants of the Hyatt Corporation Retirement Savings Plan who when they worked for Hyatt in California, Illinois, and New York during the Class Period, received the full-value of their credit-card tips outside of their regular paycheck, and had a deferral election for the Plan in place at the time they received the reported tips. Excluded from the Class are members of the Committee.

2.36 “Settlement Effective Date” means the date on which the Final Order is Final, provided that by such date the Settlement has not been terminated in accordance with Article 11.2.

2.37 “Settlement Notice” means the Notice of Class Action Settlement and Fairness Hearing to be provided to Class Members identified by the Settlement Administrator following the Court’s issuance of the Preliminary Order. The full Settlement Notice will be available on the Settlement Website, in substantially the form attached hereto as Exhibit 2. The full Settlement Notice also shall inform Class Members of a Fairness Hearing to be held before the Court, on a date to be determined by the Court, at which any Class Member satisfying the conditions set forth in the Preliminary Order and the Settlement Notice may be heard regarding: (a) the terms of the Settlement Agreement; (b) the petition of Class Counsel for award of Attorneys’ Fees and Costs; (c) payment of and reserve for Administrative Expenses; and (d) Class Representative’s Case Contribution Award. In addition, Class Members identified by the Settlement Administrator following the Court’s issuance of the Preliminary Order will receive a “Postcard Settlement Notice,” substantially in the form attached hereto as Exhibit 3. The Postcard Settlement Notice also shall inform Class Members of a Fairness Hearing to be held before the Court, on a date to be determined by the Court, at which any Class Member satisfying the conditions set forth in the Preliminary Order and the Settlement Notice may be heard regarding: (a) the terms of the Settlement Agreement; (b) the petition of Class Counsel for award of Attorneys’ Fees and Costs; (c) payment of and reserve for Administrative Expenses; and (d) Class Representative’s Case Contribution Award. The Postcard Settlement Notice shall direct Class Members to the Settlement Website for additional information.

2.38 “Settlement Website” means the internet website established in accordance with Paragraph 12.2. The settlement website will be called: www.Hyatt401kclass.com.

2.39 “Settling Parties” or “Settling Party” means Defendants and/or the Class Representative, on behalf of himself, the Plan, and each of the Class Members.

ARTICLE 3

Review and Approval by Independent Fiduciary, Preliminary Settlement Approval, and Notice to the Class

3.1 The Independent Fiduciary shall have the following responsibilities, including whether to approve and authorize the settlement of Released Claims on behalf of the Plan.

3.1.1 The Independent Fiduciary shall comply with all relevant conditions set forth in Prohibited Transaction Class Exemption 2003-39, “Release of Claims and Extensions of Credit in Connection with Litigation,” issued December 31, 2003, by the United States Department of Labor, 68 Fed. Reg. 75,632, as amended (“PTE 2003-39”) in making its determination, for the purpose of Defendant’s reliance on PTE 2003-39.

3.1.2 The Independent Fiduciary notified Hyatt of its determination in writing that the settlement is fair. , Hyatt provided a copy of the written determination to Class Counsel.

3.1.3 All fees and expenses associated with the Independent Fiduciary's determination and performance of its other obligations in connection with the Settlement have been paid by Hyatt.

3.1.4

3.1.5 Defendants have (a) reviewed the determination by the Independent Fiduciary, (b) concluded that the Independent Fiduciary has made the determinations required by PTE 2003-39, and (c) notified Class Counsel in writing of its conclusion in that regard.

3.2 Class Representative, through Class Counsel, shall file with the Court motions seeking preliminary approval of the Settlement Agreement, joint modification of the class definition, and for entry of the Preliminary Order in substantially the form attached hereto as Exhibit 1. Before filing the motion for preliminary approval, Class Counsel will obtain the approval of Defendants. The Preliminary Order to be presented to the Court shall, among other things:

3.2.1 Grant the motion to certify the Class as a mandatory non-opt-out class pursuant to Fed. R. Civ. P. 23(b)(1);

3.2.2 Approve the text of the Settlement Notice for mailing to Class Members identified by the Settlement Administrator to notify them (1) of the Fairness Hearing and (2) that notice of changes to the Settlement Agreement, future orders regarding the Settlement, modifications to the Class Notice, changes in the date or timing of the Fairness Hearing, or other modifications to the Settlement, including the Plan of Allocation, may be provided to the Class through the Settlement Website without requiring additional mailed notice;

3.2.3 Determine that under Rule 23(c)(2)(A) of the Federal Rules of Civil Procedure, the Settlement Notice constitutes appropriate notice under the circumstances, provides due and sufficient notice of the Fairness Hearing and of the rights of all Class Members, and complies fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and any other applicable law;

3.2.4 Cause the Settlement Administrator to send the Settlement Notice by mail or electronic mail to each Class Member identified by the Settlement Administrator based upon the information provided by the Plan or its recordkeeper;

3.2.5 Provide that, pending final determination of whether the Settlement Agreement should be approved, every Class Member is prohibited and enjoined from directly, through representatives, or in any other capacity, commencing any action or proceeding in any court or tribunal asserting any of the Released Claims against any Released Settling Party or the Plan;

3.2.6 Set the Fairness Hearing for no sooner than 120 calendar days after the date the Motion for Entry of the Preliminary Order is approved, in order to determine whether (i) the Court should approve the Settlement as fair, reasonable, and adequate, (ii) the Court should enter the Final Order, and (iii) the Court should approve the application for Attorneys' Fees and

Costs, Class Representative's Case Contribution Award, Administrative Expenses incurred to date, and a reserve for anticipated future Administrative Expenses;

3.2.7 Provide that any objections to any aspect of the Settlement Agreement shall be heard, and any papers submitted in support of said objections shall be considered, by the Court at the Fairness Hearing if they have been timely received by the Settlement Administrator with copies provided to Class Counsel and Defense Counsel. To be valid, the objection must be submitted to the Settlement Administrator, Class Counsel, and Defendants' Counsel at least 30 calendar days prior to the scheduled Fairness Hearing. Class Counsel shall provide any such objections to the Court within 14 calendar days prior to the Fairness hearing;

3.2.8 Provide that any Settling Party may file a response to an objection by a Class Member;

3.2.9 Provide that the Fairness Hearing may, without further direct notice to the Class Members, other than by notice to Class Counsel, be adjourned or continued by order of the Court; and

3.2.10 Determine that the information to be provided to the Settlement Administrator in connection with the administration of the settlement constitutes Confidential Information protected from public disclosure by the Confidentiality Order.

3.3 Defendants and Defense Counsel shall use reasonable efforts to respond timely to written requests, including by e-mail, from the Settlement Administrator for readily accessible data that are reasonably necessary to determine the feasibility of administering the Plan of Allocation or to implement the Plan of Allocation.

3.3.1 The Settlement Administrator shall be bound by the Confidentiality Order and any further non-disclosure or security protocol required by the Settling Parties.

3.3.2 The Settlement Administrator shall use the data provided by Defendants and the Plan's recordkeeper solely for the purpose of meeting its obligations as Settlement Administrator, and for no other purpose.

3.3.3 The Settling Parties shall have the right to approve a written protocol to be provided by the Settlement Administrator concerning how the Settlement Administrator will maintain and store information provided to it in order to ensure that reasonable and necessary precautions are taken to safeguard the privacy and security of such information.

3.4 By the date and in the manner set by the Court in the Preliminary Order, and unless otherwise set forth below, the Settlement Administrator shall:

3.4.1 Cause to be provided to each Class Member identified by the Settlement Administrator a Settlement Notice in the form and manner to be approved by the Court, which shall be in substantially the form attached hereto as Exhibit 2 or a form subsequently agreed to by the Settling Parties and approved by the Court. The Settlement Notice shall be sent to the last known email address of each Class Member provided by the Plan's recordkeeper (or its designee) through Defense Counsel, unless an updated address is obtained by the Settlement

Administrator through its efforts to verify the last known addresses provided by the Plan's recordkeeper (or its designee). The Settlement Notice may be sent by email to all Class Members for whom Defendants have an email address. The Postcard Settlement Notice shall be sent to all Class members for whom an email address is not available. The Postcard Settlement Notice shall also be sent to all Class Members to whom delivery of the Settlement Notice by email bounced back. Class Counsel also shall post a copy of the Settlement Notice on the Settlement Website. The Settlement Administrator shall use commercially reasonable efforts to locate any Class Member whose Settlement Notice is returned and re-send such documents one additional time.

ARTICLE 4

Final Settlement Approval

4.1 No later than 10 business days before the Fairness Hearing, Class Counsel shall submit to the Court a mutually agreed upon motion for entry of the Final Order (Exhibit 4) in the form approved by Class Counsel and Defense Counsel, which shall request approval by the Court of the terms of the Settlement Agreement and entry of the Final Order in accordance with the Settlement Agreement. The Final Order as proposed shall provide for the following, among other things, as is necessary to carry out the Settlement consistent with applicable law and governing Plan documents:

4.1.1 Approval of the Settlement of the Released Claims covered by the Settlement Agreement adjudging the terms of the Settlement Agreement to be fair, reasonable, and adequate to the Plan and the Class Members and directing the Settling Parties to take the necessary steps to effectuate the terms of the Settlement Agreement;

4.1.2 A determination under Rule 23(c)(2)(A) of the Federal Rules of Civil Procedure that the Settlement Notice constitutes appropriate notice under the circumstances and that due and sufficient notice of the Fairness Hearing and the rights of all Class Members has been provided;

4.1.3 Dismissal with prejudice of the Class Action and all Released Claims asserted therein whether asserted by Class Representative on his own behalf or on behalf of the Class Members, or derivatively to secure relief for the Plan, without costs to any of the Settling Parties other than as provided for in the Settlement Agreement.

4.1.4 That each Class Member (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns) shall be (i) conclusively deemed to have, and by operation of the Final Order to have, fully, finally, and forever settled, released, relinquished, waived, and discharged the Released Settling Parties and the Plan from all Released Claims, and (ii) barred and enjoined from suing the Released Settling Parties or the Plan in any action or proceeding alleging any of the Released Claims, even if any Class Member may thereafter discover facts in addition to or different from those which the Class Members or Class Counsel now know or believe to be true with respect to the Class Action and the Released Claims, whether or not such Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Cost;

4.1.5 That the Plan and each Class Member (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns) on behalf of the Plan shall be (i) conclusively deemed to have, and by operation of the Final Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged the Released Settling Parties from all Released Claims, and (ii) barred and enjoined from suing the Released Settling Parties in any action or proceeding alleging any of the Released Claims, even if the Plan or any Class Member on behalf of the Plan may thereafter discover facts in addition to or different from those which the Plan or any Class Member now knows or believes to be true with respect to the Class Action and the Released Claims;

4.1.6 That each Class Member shall release the Released Settling Parties, Defense Counsel, Class Counsel, and the Plan for any claims, liabilities, and attorneys' fees and expenses arising from the allocation of the Gross Settlement Amount or Net Settlement Amount and for all tax liability and associated penalties and interest as well as related attorneys' fees and expenses;

4.1.7 That all applicable CAFA requirements have been satisfied;

4.1.8 That the Settlement Administrator shall have final authority to determine the share of the Net Settlement Amount to be allocated to each Class Member in accordance with the Plan of Allocation approved by the Court and the Settling Parties;

4.1.9 That within 21 calendar days following the issuance of all settlement payments to Class Members as provided by the Plan of Allocation approved by the Court, the Settlement Administrator shall prepare and provide to Class Counsel and Defense Counsel a list of each person who received a settlement payment or contribution from the Qualified Settlement Fund and the amount of such payment or contribution.

4.2 The Final Order and judgment entered by the Court approving the Settlement Agreement shall provide that upon its entry all Settling Parties, the Settlement Class, and the Plan shall be bound by the Settlement Agreement and by the Final Order.

ARTICLE 5

Establishment of Qualified Settlement Fund

5.1 No later than 5 business days after entry of the Preliminary Order, the Escrow Agent shall establish an escrow account. The Settling Parties agree that the escrow account is intended to be, and will be, an interest-bearing Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B-1. In addition, the Escrow Agent timely shall make such elections as necessary or advisable to carry out the provisions of this paragraph, including the "relation-back election" (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to prepare and deliver, in a timely and proper manner, the necessary documentation for signature by all necessary Settling Parties, and thereafter to cause the appropriate filing to occur.

5.2 For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. The Escrow Agent, or the Settlement Administrator on its behalf, shall timely and properly cause to be filed all informational and other tax returns necessary or advisable with respect to the Gross Settlement Amount (including without limitation applying for a Taxpayer Identification Number for the Fund and filing the returns described in Treas. Reg. § 1.468B-2(k)). Such returns as well as the election described in Paragraph 5.1 shall be consistent with this Article 5 and, in all events, shall reflect that all taxes (as defined in Paragraph 5.3 below) (including any estimated taxes, interest, or penalties) on the income earned by the Gross Settlement Amount shall be deducted and paid from the Gross Settlement Amount as provided in Paragraph 5.3.

5.3 Taxes and tax expenses to be deducted and paid from the Gross Settlement Amount include: (1) all taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Gross Settlement Amount, with respect to any income earned by the Gross Settlement Amount for any period during which the Gross Settlement Amount does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (2) all tax expenses and costs incurred in connection with the operation and implementation of this Article 5. Such taxes and tax expenses shall be paid timely by the Escrow Agent out of the Gross Settlement Amount without prior order from the Court. The Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any Class Member any funds necessary to pay such amounts, including the establishment of adequate reserves for any taxes and tax expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)); neither the Released Settling Parties, Defense Counsel, nor Class Counsel are responsible nor shall they have any liability therefor. The Settling Parties agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Article 5.

5.4 Within thirty 30 calendar days after the Preliminary Order is entered, Hyatt /or its agents or insurers, will deposit \$1,475,000 into the Qualified Settlement Fund. Provided, however, that Hyatt will only be obligated to deposit these funds if the Escrow Agent shall have furnished to Defense Counsel in writing the escrow account name, IRS W-9 Form, and all necessary wiring instructions within three (3) business days after the entry of the Preliminary Order and Hyatt shall have received a copy of the signed Preliminary Order.

5.5 The Escrow Agent shall, at the written direction of Class Counsel, invest the Qualified Settlement Fund in short-term United States Agency or Treasury Securities or other instruments backed by the Full Faith and Credit of the United States Government or an Agency thereof if feasible, or else in an account fully insured by the United States Government or an Agency thereof, and shall reinvest the proceeds of these investments as they mature in similar instruments at their then-current market rates.

5.6 The Escrow Agent shall not disburse the Qualified Settlement Fund or any portion except as provided in the Settlement Agreement, in an order of the Court, or in a subsequent written stipulation between Class Counsel and Defense Counsel. Subject to the orders of the Court, the Escrow Agent is authorized to execute such transactions as are consistent with the terms of the Settlement Agreement.

5.7 Prior to the Settlement Effective Date, the Escrow Agent shall disburse up to \$14,450 to the Settlement Administrator for costs actually incurred in connection with distribution of the Notice.

5.8 After the Settlement Effective Date, the Gross Settlement Amount will be distributed from the Qualified Settlement Fund as follows: (a) first, all Attorneys' Fees and costs shall be paid to Class Counsel no later than 8 calendar days after the Settlement Effective Date; (b) second, all Administrative Expenses not paid previously shall be paid no later than eight 8 calendar days after the Settlement Effective Date; (c) third, any Class Representative Case Contribution Award ordered by the Court shall be paid no later eight 8 calendar days after the Settlement Effective Date; (d) fourth, a contingency reserve not to exceed an amount to be mutually agreed upon by the Settling Parties shall be set aside by the Settlement Administrator for: (1) Administrative Expenses incurred before the Settlement Effective Date but not yet paid, (2) Administrative Expenses estimated to be incurred after the Settlement Effective Date, and (3) an amount estimated for taxes, adjustments of data, or calculation errors; (4) no earlier than 14 business days after the expiration period for all appeals from the Court's final approval of the Settlement, the Net Settlement Amount will be distributed in accordance with the Plan of Allocation; and (5) any funds from the Net Settlement Amount that remain uncashed or otherwise undistributed, after efforts to locate Class Members have been exhausted by the Settlement Administrator in the manner set forth in Section 3.41, will be returned to the Settlement Fund by the Settlement Administrator to be distributed as described in the Plan of Allocation. Pending final distribution of the Net Settlement Amount in accordance with the Plan of Allocation, the Escrow Agent will maintain the Qualified Settlement Fund.

5.9 The Escrow Agent, or the Settlement Administrator on its behalf, shall be responsible for making provision for the payment from the Qualified Settlement Fund of all taxes and tax expenses, if any, owed with respect to the Qualified Settlement Fund and for all tax reporting, remittance, and/or withholding obligations, if any, for amounts distributed from it. Released Settling Parties, Defense Counsel, and Class Counsel have no responsibility or any liability for any taxes or tax expenses owed by, or any tax reporting or withholding obligations, if any, of the Qualified Settlement Fund.

ARTICLE 6

Plan of Allocation

6.1 After the Settlement Effective Date, the Settlement Administrator shall cause the Net Settlement Amount (as defined in § 2.24) to be allocated and distributed in accordance with the Plan of Allocation set forth in this Article 6 and as ordered by the Court.

6.2 Calculation of Settlement Payments

6.2.1 The Plan will provide the Settlement Administrator with data reflecting the differential between potential earnings that could have been deferred to the Plan by each Class Member, based on their deferral elections and funds available to them after other deductions were made, if credit card tipped earnings had been available for deferral ("Potential Deferral") and the amount actually deferred by the Class Member during each pay period in the

Class Period (“Actual Deferral”). The difference between the Potential Deferral and the Actual Deferral is referred to as the Delta.

6.2.2 The Settlement Administrator shall calculate lost investment earnings to the Delta for each Class Member by applying an annual interest factor based on IRC section 6621(c)(1), from the date the deferral should have been made to the settlement date (“Investment Earnings”).

6.2.3 To calculate the Total Delta for each participant, the Settlement Administrator shall add the Delta and Investment Earnings (“Total Delta”).

6.2.4 The Settlement Administrator shall calculate the Total Class Delta, which is the sum of the Total Deltas for all Class Members.

6.2.5 The Settlement Administrator will calculate each Class Member’s Preliminary Allocation as the Class Member’s proportionate share of the Net Settlement Amount. The calculation for each class Member will be the Class Member’s Total Delta, divided by the Total Class Delta, multiplied by the Net Settlement Amount.

6.2.6 Class Members who no longer have an account in the Plan and who have a Class Member Preliminary Allocation of less than \$10 (the “De Minimis Amount”) shall receive no allocation from the Net Settlement Amount. The Settlement Administrator shall then, taking into account the Class Members who will receive nothing because they do not satisfy the De Minimis Amount, recalculate the amount to distribute to Class Members who satisfy the De Minimis Amount or who have an account in the Plan to arrive at the amount to be paid to each remaining Class Member. The amounts paid to each individual Class Member is referred to as the Payment. The sum of the Payments must equal the Net Settlement Amount.

6.3 Payments To Participants With Plan Accounts

6.3.1 For Class Members with a Plan account at the time of distribution, their Payment will be allocated into their Plan account. In order for this allocation to occur, after the Effective Date, the Settlement Administrator shall wire to the Plan recordkeeper funds that total the sum of the Payments to be deposited into accounts of Class Members along with the information and/or data needed to determine the Payment due to each of these Class Members. The Settlement Administrator will then allocate each Payment into the account of each Class Member with a Plan account. The Recordkeeper shall allocate the Payment pursuant to the Class Member’s investment elections on file for new contributions. If the Class Member has no election on file, the Payment shall be invested in any default investment option(s) designated by the Plan. All such allocations shall be treated for administrative and reporting purposes as investment earnings.

6.4 Payments to Former Participants

6.4.1 Class Members who no longer have a Plan account (“Former Participants”) shall be paid directly by the Settlement Administrator by check. All such payments are intended by the Settlement Class to be “restorative payments” in accordance with Internal Revenue Service Revenue Ruling 2002-45.

6.4.2 Checks issued to Former Participants pursuant to this paragraph 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. If a Former Participant's check is undelivered or not cashed, the Settlement Administrator shall use commercially reasonable efforts to locate the Former Participants and re-send the check one additional time.

6.4.3 No sooner than 395 calendar days following the Settlement Effective Date, the Settlement Administrator will provide to the Plan any Net Settlement Amount remaining in the Settlement Fund after payments, including costs and taxes. The Plan will deposit any such funds into the Plan's administrative budget account, the account used by the Plan to pay the Plan's administrative fees.

6.5 The Settlement Administrator shall utilize the calculations required to be performed herein for making the Payments, less any required tax withholdings or penalties, to each Class Member. In the event that the Settlement Administrator determines that the Plan of Allocation would otherwise require payments exceeding the Net Settlement Fund, the Settlement Administrator is authorized to make such changes as are necessary to the Plan of Allocation such that said totals do not exceed the Net Settlement Fund. The Settlement Administrator shall be solely responsible for performing any calculations required by this Plan of Allocation.

6.6 If the Settlement Administrator concludes that it is impracticable to implement any provision of this Plan of Allocation, the Settling Parties will modify promptly the terms of this Plan of Allocation and present such modified terms, first, to the Independent Fiduciary for its review and approval and, second, to the Court for its approval. Direct mailed notice to Class Members of such proposed modification of the Plan of Allocation shall not be required. However, Class Counsel shall post notice of such proposed modification on the Settlement Website within 5 business days of the date that the proposed modification is submitted to the Court for its approval. If the proposed modification is implemented, Class Counsel shall post notice of such modification on the Settlement Website within 5 business days of the date that the modification was implemented.

6.7 Within 10 business days of completing the distribution of all Payments, the Settlement Administrator shall send to Class Counsel and Defense Counsel one or more affidavits stating the following: (a) the name of each Class Member to whom the Settlement Administrator made a distribution from the Net Settlement Amount, together with the amount of the distribution, the name of the payee, the date of distribution, the amount of tax withholdings, if applicable, and the date of remittance of tax withholdings to the appropriate tax authority, if applicable; (b) the date(s) upon which such distribution was made; (c) the name of each Class Member whose distribution was returned as undeliverable; and (d) the efforts made by the Settlement Administrator to find the correct address and to mail the distribution for such Class Member. These affidavits and the accompanying information shall be considered "Confidential" under the terms of the Confidentiality Order.

6.8 The Settling Parties acknowledge that any payments to Class Members or their attorneys may be subject to applicable tax laws. Defendants, Defense Counsel, Class Counsel, and Class Representative will not provide tax advice to the Class Members, Settlement Administrators (or anyone else) and make no representation regarding the tax consequences of

any of the settlement payments described in this Settlement Agreement. To the extent that any portion of any settlement payment is subject to income or other tax, the recipient of the payment shall be responsible for payment of such tax. Deductions will be made, and reporting will be performed by the Settlement Administrator, as required by law in respect of all payments made under the Settlement Agreement. Payments from the Qualified Settlement Fund shall not be treated as wages by the Settling Parties.

6.9 Each Class Member who receives a payment under this Settlement Agreement shall be fully and ultimately responsible for payment of any and all federal, state, or local taxes resulting from or attributable to the payment received by such person. Each Class Member shall hold the Settling Parties, Released Parties, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from any tax liability, including penalties and interest, related in any way to payments under the Settlement Agreement, and shall hold the Released Parties, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from the costs (including, for example, attorneys' fees and disbursements) of any proceedings (including, for example, investigation and suit), related to such tax liability.

ARTICLE 7

Attorneys' Fees and Costs

7.1 Class Counsel intends to seek an award of attorneys' fees not to exceed 25% of the Gross Settlement Amount and litigation costs and expenses advanced and carried by Class Counsel for the duration of this litigation, both of which shall be paid (if at all) only from the Gross Settlement Amount.

7.2 Class Counsel also intends to seek Class Representative's Case Contribution Award, in an amount not to exceed \$17,500, which shall be paid from the Gross Settlement Amount.

7.3 Class Counsel will file a motion for Final Approval of Settlement and for awards of Attorneys' Fees and Costs and Class Representative's Case Contribution Award at least 45 calendar days before the Fairness Hearing, which may be supplemented thereafter. Before filing the motion for Final Approval, Class Counsel will obtain the approval of Defendants.

ARTICLE 8

Release and Covenant Not to Sue

8.1 As of the Settlement Effective Date, the Plan (subject to Independent Fiduciary approval as required by Paragraph 3.1) the Class Representative and the Class Members (and their respective heirs, beneficiaries, executors, administrators, estates, successors, assigns, agents, and attorneys), on their own behalves and on behalf of the Plan, shall be deemed to have fully, finally, and forever settled, released, relinquished, waived, and discharged all Released Settling Parties from the Released Claims whether or not such Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs.

8.2 As of the Settlement Effective Date, the Class Representative, the Class Members, Defendants, and the Plan (subject to Independent Fiduciary approval as required by Paragraph

3.1), expressly agree that they, acting individually or together, or in combination with others, shall not sue or seek to institute, maintain, prosecute, argue, or assert in any action or proceeding (including but not limited to an IRS determination letter proceeding, a Department of Labor proceeding, an arbitration or a proceeding before any state insurance or other department or commission), any cause of action, demand, or claim on the basis of, connected with, or arising out of any of the Released Claims. Nothing herein shall preclude any action to enforce the terms of the Settlement Agreement in accordance with the procedures set forth in the Settlement Agreement

8.3 As provided in the Released Claims and in the definition of the phrase Amendment to the Plan, the Settlement Class Members waive any objection to the Amendment to the Plan in addition to releasing all claims related to the Amendment.

8.4 Class Counsel, the Class Representative, Class Members, or the Plan, may hereafter discover facts in addition to or different from those that they know or believe to be true with respect to the Released Claims. Such facts, if known by them, might have affected the decision to settle with the Released Settling Parties and the Plan, or the decision to release, relinquish, waive, and discharge the Released Claims, or the decision of a Class Member not to object to the Settlement. Notwithstanding the foregoing, the Class Representative, Class Member, and the Plan shall expressly, upon the entry of the Final Order, be deemed to have, and, by operation of the Final Order, shall have fully, finally, and forever settled, released, relinquished, waived, and discharged any and all Released Claims. The Class Representative, Class Members, and the Plan acknowledge and shall be deemed by operation of the Final Order to have acknowledged that the foregoing waiver was bargained for separately and is a key element of the Settlement embodied in the Settlement Agreement of which this release is a part.

8.5 Class Representative, Class Members, and the Plan hereby stipulate and agree with respect to any and all Released Claims that, upon entry of the Final Order, each of them shall be conclusively deemed to, and by operation of the Final Order shall, settle, release, relinquish, waive and discharge any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims, including but not limited to Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

8.6 Also, the Class Representative and Class Members, shall upon entry of the Final Order with respect to the Released Claims, waive any and all provisions, rights and benefits conferred by any law or of any State or territory within the United States or any foreign country, or any principle of common law, which is similar, comparable or equivalent in substance to Section 1542 of the California Civil Code.

8.7 Class Representative, Class Members, Defendants, and the Plan shall hold the Released Settling Parties, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from the costs (including, for example, attorneys' fees and disbursements) of any proceedings (including, for example, investigation and suit), related to any tax liability.

ARTICLE 9
Representations and Warranties

9.1 The Settling Parties represent:

9.1.1 That they are voluntarily entering into the Settlement Agreement as a result of arm's length negotiations among their counsel, and that in executing the Settlement Agreement they are relying solely upon their own judgment, belief, and knowledge, and upon the advice and recommendations of their own independently selected counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters that relate in any way to the subject matter hereof;

9.1.2 That they assume the risk of mistake as to facts or law;

9.1.3 That they recognize that additional evidence may have come to light, but that they nevertheless desire to avoid the expense and uncertainty of litigation by entering into the Settlement;

9.1.4 That they have read carefully the contents of the Settlement Agreement, and the Settlement Agreement is signed freely by each individual executing the Settlement Agreement on behalf of each of the Settling Parties; and

9.1.5 That they have made such investigation of the facts pertaining to the Settlement and all matters pertaining thereto, as they deem necessary.

9.2 Each individual executing the Settlement Agreement on behalf of one of the Settling Parties does hereby personally represent and warrant to the other Settling Parties that he/she has the authority to execute the Settlement Agreement on behalf of, and fully bind, each principal that each such individual represents or purports to represent.

ARTICLE 10
Additional Terms

10.1 Neither the Settling Parties, Defense Counsel nor Class Counsel will issue a press release or other statement to the media, including on social media, regarding the Class Action or the Settlement Agreement.

ARTICLE 11
Termination, Conditions of Settlement, and Effect of Disapproval, Cancellation, or Termination

11.1 The Settlement Agreement shall automatically terminate, and thereby become null and void with no further force or effect if:

11.1.1 The Preliminary Order or the Final Order is not entered by the Court substantially in the form submitted by the Settling Parties or in a form which is otherwise agreed to by the Settling Parties;

11.1.2 The Court modifies any material term of the final Settlement Agreement, unless such modifications are agreed to in writing by Class Counsel and Defendants. Material terms for the purposes of this section are any terms contained in the December 22, 2022, Memorandum of Understanding between the Settling Parties, as well as all terms found in Article 8 (Release and Covenant Not to Sue) of this Settlement Agreement.

11.1.3 The Settlement Agreement is disapproved by the Court or fails to become effective for any reason whatsoever; or

11.1.4 The Preliminary Order or Final Order is finally reversed on appeal, or is materially modified on appeal, and the Settling Parties do not mutually agree to any such modifications. Material terms for the purposes of this section are any terms contained in the December 22, 2022 Memorandum of Understanding between the Settling Parties, as well as all terms found in Article 8 (Release and Covenant Not to Sue) of this Settlement Agreement.

11.2 If the Settlement Agreement is terminated, deemed null and void, or has no further force or effect, the Class Action and the Released Claims asserted by Class Representative shall for all purposes with respect to the Settling Parties revert to their status immediately prior to the Settling Parties December 22, 2022 Memorandum of Understanding, as though the Settling Parties never executed the Memorandum of Understanding or the Settlement Agreement. All funds deposited in the Qualified Settlement Fund, and any interest earned thereon, except for any amounts already distributed to the Claims Administrator for Notice expenses at the time of the termination, shall be returned to Hyatt within 30 calendar days after the Settlement Agreement is finally terminated or deemed null and void, except as provided for in Paragraph 11.4.

11.3 It shall not be deemed a failure to approve the Settlement Agreement if the Court denies, in whole or in part, Class Counsel's request for Attorneys' Fees and Costs, Class Representative's Case Contribution Award, and/or modifies any of the proposed orders insofar as they relate to Attorneys' Fees and Costs and/or the Class Representative's Case Contribution Award.

11.4 In the event that the Settlement Agreement is terminated, Administrative Expenses incurred prior to the termination shall be paid first from the interest earned, if any, on the Qualified Settlement Fund. Administrative Expenses in excess of the interest earned on the Qualified Settlement Fund shall be split evenly and paid by Class Counsel, on the one hand, and the Defendants, on the other hand.

ARTICLE 12

Confidentiality of Settlement Negotiations

12.1 Except as set forth explicitly below, the Settling Parties and Class Counsel agree to keep confidential all statements, positions, and offers made during settlement negotiations relating to the Class Action and the Settlement Agreement. Accordingly, neither the negotiations, nor any agreement between the Settling Parties (including December 22, 2022 Memorandum of Understanding) may be disclosed, except: (i) insofar as may be necessary to obtain court approval of the Settlement; (ii) to management employees of Defendants and other employees of

Defendants as necessary to implement the Settlement, service providers to the Plan as necessary to implement the Settlement, and to Defendants' affiliates provided they agree to maintain confidentiality; (iii) as may be necessary for Defendants to meet any federal, state or local reporting obligations; (iv) to enforce its terms; (v) to the Independent Fiduciary, or (vi) as otherwise required by law. Provided however, that any such person or entity to whom information is disclosed must promise in writing: (a) that such information shall not be further disclosed, and (b) to comply with this Article 12 in all other respects. The limitations in this paragraph will also apply to the Settlement Agreement, until such time as it is filed with the Court.

12.2 The Settlement Administrator will establish a Settlement Website on which it will post the following documents or links to the following documents on or following the date of the Preliminary Order: the operative Complaint; Settlement Agreement and its Exhibits; Settlement Notice; Class Representative's Motions for Preliminary and Final Approval of the Settlement, Attorneys' Fees and Costs and Award of Compensation to Class Representative, with any accompanying briefs and exhibits; any Court orders related to the Settlement; any amendments or revisions to these documents; and any other documents or information mutually agreed upon by the Settling Parties ("Settlement Website Information"). The Settling Parties will agree to the URL for the Settlement Website before it goes live. No other information or documents will be posted on the Settlement Website unless agreed to in advance by the Settling Parties in writing. The Settlement Administrator will take down the Settlement Website 90 calendar days after the Settlement Administrator certifies that distribution of the Qualified Settlement Fund is complete.

12.3 Within 30 calendar days of the filing of the motion for preliminary approval of the Settlement, Defendants may issue a communication to Plan participants and beneficiaries explaining the terms of the Settlement and Plan of Allocation. Defendants shall provide a draft of the communication to Class Counsel in advance of the dissemination of the communication.

ARTICLE 13

General Provisions

13.1 The Settling Parties, agree to cooperate fully with each other in seeking Court approvals of the Preliminary Order and the Final Order, and to do all things as may reasonably be required to effectuate preliminary and final approval and the implementation of the Settlement Agreement according to its terms. The Settling Parties agree to provide each other with copies of any filings necessary to effectuate this Settlement at least 3 business days in advance of filing.

13.2 Within 60 calendar days of the Settlement Effective Date, the Settling Parties shall either return to the producing Settling Parties or destroy, all documents produced in discovery, including but not limited to documents produced under a claim of privilege or confidentiality. Each Settling Party shall serve a written notice to each producing party certifying that the Settling Party has carried out the obligations imposed by this Paragraph 13.2 but as limited by the Confidentiality Order. The Settling Parties agree that at all times they will honor the requirements of the Confidentiality Order, notwithstanding Settlement of the Class Action. After the Settlement Effective Date, Class Counsel agree that any documents retained as part of their legal files for this case pursuant to the Confidentiality Order shall not be accessed except to respond to formal inquiries about the Class Action made by or on behalf of Class Members.

13.3 The Settlement Agreement, whether or not consummated, and any negotiations or proceedings hereunder are not, and shall not be construed as, deemed to be, or offered or received as evidence of an admission by or on the part of any Released Settling Party of any wrongdoing, fault, or liability whatsoever by any of the Released Settling Parties, or give rise to any inference of any wrongdoing, fault, or liability or admission of any wrongdoing, fault, or liability in the Class Action or any other proceeding, and Defendants admits no wrongdoing, fault or liability with respect to any of the allegations or claims in the Class Action. The Settlement Agreement, whether or not consummated, and any negotiations or proceedings hereunder, shall not constitute admissions of any liability of any kind, whether legal or factual.

13.4 Neither the Settling Parties, Class Counsel, nor Defense Counsel shall have any responsibility for or liability whatsoever with respect to: (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Gross Settlement Amount or otherwise; (ii) the determination of the Independent Fiduciary; (iii) the management, investment, or distribution of the Qualified Settlement Fund; (iv) the Plan of Allocation as approved by the Court; (v) the determination, administration, calculation, or payment of any claims asserted against the Qualified Settlement Fund; (vi) any losses suffered by, or fluctuations in the value of, the Qualified Settlement Fund; or (vii) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Qualified Settlement Fund or tax reporting, or the filing of any returns. Further, neither Defendants nor Defense Counsel shall have any responsibility for, or liability whatsoever with respect to, any act, omission, or determination of Class Counsel in connection with the administration of the Gross Settlement Amount or otherwise.

13.5 Only Class Counsel shall have standing to seek enforcement of the Settlement Agreement on behalf of Plaintiff and Class Members. Any individual concerned about Defendants' compliance with the Settlement Agreement may notify Class Counsel and direct any requests for enforcement to Class Counsel. Class Counsel shall have the full and sole discretion to take whatever action they deem appropriate, or to refrain from taking any action, in response to such request. Any action by Class Counsel to monitor or enforce the Settlement Agreement shall be done without additional fee or reimbursement of expenses beyond the Attorneys' Fees and Costs determined by the Court.

13.6 The Settlement Agreement shall be interpreted, construed, and enforced in accordance with applicable federal law and, to the extent that federal law does not govern, by California law.

13.7 The Settling Parties agree that the Court has personal jurisdiction over the Settlement Class and Defendants and shall maintain that jurisdiction for purposes of resolving any disputes between the Settling Parties concerning compliance with the Settlement Agreement. Any motion or action to enforce the Settlement Agreement (including by way of injunction) or asserted by way of an affirmative defense or counterclaim in response to any action asserting a violation of the Settlement Agreement may be filed either in the U.S. District Court for the Central District of California or the Northern District of Illinois, at the direction of Class Counsel.

13.8 The Settlement Agreement may be executed by exchange of executed signature pages, and any signature transmitted by facsimile or e-mail attachment of scanned signature pages for the purpose of executing the Settlement Agreement shall be deemed an original signature for purposes of the Settlement Agreement. The Settlement Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed an original, and all such counterparts shall together constitute the same instrument. The Settlement Agreement may also be executed via an electronic signature using the DocuSign service.

13.9 Each Settling Party to the Settlement Agreement hereby acknowledges that he, she, or it has consulted with and obtained the advice of counsel prior to executing the Settlement Agreement and that the Settlement Agreement has been explained to that party by his, her, or its counsel.

13.10 Any headings included in the Settlement Agreement are for convenience only and do not in any way limit, alter, or affect the matters contained in the Settlement Agreement or the Articles or Paragraphs they caption. References to a person are also to the person's permitted successors and assigns, except as otherwise provided herein. Whenever the words "include," "includes" or "including" are used in the Settlement Agreement, they shall not be limiting but shall be deemed to be followed by the words "without limitation."

13.11 The Settlement Agreement may be modified or amended only by written agreement signed by or on behalf of all Settling Parties and only if the Independent Fiduciary approves such modification or amendment in writing. Following entry of the Preliminary Approval Order, the Settlement Agreement may be modified or amended only by written agreement signed on behalf of all Settling Parties, and only if the modification or amendment is approved by the Independent Fiduciary in writing and approved by the Court.

13.12 The Settlement Agreement and the exhibits attached hereto constitute the entire agreement among the Settling Parties and no representations, warranties, or inducements have been made to any Settling Party concerning the Settlement other than those contained in the Settlement Agreement and the exhibits thereto.

13.13 The provisions of the Settlement Agreement may be waived only by an instrument in writing executed by the waiving party and specifically waiving such provisions. The waiver of any breach of the Settlement Agreement by one of the Settling Parties shall not be deemed to be or construed as a waiver of any other breach or waiver by any other of the Settling Parties, whether prior, subsequent, or contemporaneous, of the Settlement Agreement.

13.14 Each of the Settling Parties agrees, without further consideration, and as part of finalizing the Settlement hereunder, that it will in good faith execute and deliver such other documents and take such other actions as may be necessary to consummate and effectuate the subject matter of the Settlement Agreement.

13.15 The provisions of the Settlement Agreement are not severable.

13.16 All of the covenants, representations, and warranties, express or implied, oral, or written, concerning the subject matter of the Settlement Agreement are contained in the Settlement Agreement. None of the Settling Parties is relying on any oral representations or oral

agreements. All such covenants, representations, and warranties set forth in the Settlement shall be deemed continuing and shall survive the Effective Date of Settlement.

13.17 All of the exhibits attached hereto are incorporated by reference as though fully set forth herein. The exhibits shall be: Exhibit 1 – Preliminary Order; Exhibit 2 – Notice of Class Action Settlement and Fairness Hearing; Exhibit 3 – Postcard Notice Exhibit 4 – Final Order; Exhibit 5- Form of CAFA Notice.

13.18 No provision of the Settlement Agreement or of the exhibits attached hereto shall be construed against or interpreted to the disadvantage of any Settling Party to the Settlement Agreement because one of the Settling Parties is deemed to have prepared, structured, drafted, or requested the provision.

13.19 Any notice, demand, or other communication under the Settlement Agreement (other than the Settlement Notice, or other notices given at the direction of the Court shall be in writing and shall be deemed duly given upon receipt if it is addressed to each of the intended recipients as set forth below and personally delivered, sent by registered or certified mail postage prepaid, or delivered by reputable express overnight courier;

IF TO THE CLASS REPRESENTATIVE

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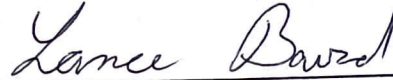
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ON BEHALF OF PLAINTIFF Individually and as Class Representative:

Dated: 11/6/23



Lance Baird
Plaintiff and Class Representative

ON BEHALF OF CLASS COUNSEL

Dated: 11/06/2023



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Dated: 11/6/2023




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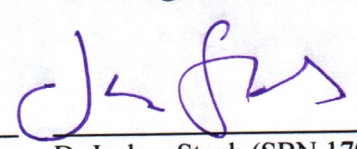
Attorneys for Plaintiff and Putative Class

ON BEHALF OF PLAINTIFF Individually and as Class Representative:

Dated: _____
Lance Baird
Plaintiff and Class Representative

ON BEHALF OF CLASS COUNSEL

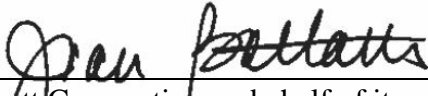
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Attorneys for Plaintiff and Putative Class

ON BEHALF OF DEFENDANTS:

Dated: 11 8 2023



Hyatt Corporation on behalf of its
subsidiaries, affiliates and its and their,
officers and directors

Dated: 11 8 2023


Hyatt Corporation Benefits Committee on
behalf of its members

ON BEHALF OF COUNSEL FOR
DEFENDANTS

Dated: 11-9-2023


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