

EXHIBIT 1

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] PRELIMINARY APPROVAL ORDER

Judge: Honorable Dale S. Fischer

DATE: December 18, 2023

TIME: 1:30 p.m.

DEPT.: Courtroom 7D

JUDGE: Hon. Dale S. Fischer

Complaint filed: March 10, 2022

[PROPOSED] PRELIMINARY APPROVAL ORDER

- (1) GRANTING PRELIMINARY CERTIFICATION OF THE CLASS;
- (2) GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT;
- (3) APPOINTING A SETTLEMENT ADMINISTRATOR;
- (4) ENJOINING CLASS MEMBERS FROM PURSUING ANY CLAIMS THAT ARISE OUT OF OR RELATE IN ANY WAY TO THE RELEASED CLAIMS PENDING FINAL APPROVAL OF THE SETTLEMENT;
- (5) DIRECTING NOTICE TO CLASS MEMBERS AND APPROVING THE FORM AND MANNER OF NOTICE;
- (6) APPROVING THE PLAN OF ALLOCATION;
- (7) SCHEDULING A FINAL APPROVAL HEARING; AND

1 **(8) SCHEDULING A HEARING ON CLASS COUNSEL’S FEE AND**
2 **EXPENSE APPLICATION AND PLAINTIFF’S REQUEST FOR A**
3 **CASE CONTRIBUTION AWARD.**

4 The Court, having received and considered: (1) the Unopposed Motion for a
5 Preliminary Approval Order (the “Motion”) by Plaintiff Lance Baird (“Plaintiff”)
6 in *Lance Baird v. Hyatt Corporation*, et al., C.D. Cal. Case No. 2:22-cv-01620-
7 DSF(Ex) (the “Class Action”), on his own behalf and on behalf of the Class and the
8 Hyatt Corporation Retirement Savings Plan (“Plan”), on the one hand, and
9 Defendants Hyatt Corporation and the Hyatt Corporation Benefits Committee
10 (collectively, the “Defendants”) on the other hand, (2) the Second Amended
11 Settlement Agreement and Release dated [add date] and all exhibits thereto (the
12 “Agreement”), (3) the declaration of counsel, and having further considered the
13 arguments of counsel and the pleadings and record in the Class Action, the Court
14 finds good cause for granting the Motion,

15 **HEREBY ORDERS AS FOLLOWS:**

16 1. Capitalized terms not defined in this Order shall have the meaning ascribed
17 to them in Part I of the Agreement.

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

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

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

- 24
- 25 a) The Settlement Class meets the numerosity requirement of Rule
26 23(a)(1), as it consists of approximately 1048 Class Members;
 - 27 b) The Class Representative have asserted claims that have at least one
28 common question of law or fact to the Class and relate to the
 management of the Plan as a whole;

1 c) The Class Representative is a current participant in the Plan and are
2 typical of other Class Members;

3 d) The Class Representative has no conflicts with other Class Members,
4 is adequate to represent the Settlement Class, and has retained
5 experienced and qualified counsel to represent the Settlement Class.

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

13 a) The Court appoints Miller Shah LLP and J. Josh Staub as Class
14 Counsel and appoints Lance Baird, the Named Plaintiff, as the Class
15 Representative.

16 b) The non-opt out Class will be preliminarily certified for settlement
17 purposes only, under the terms of the Second Amended Settlement
18 Agreement (“Agreement”). The Settlement Class is defined as: All
19 current and former participants of the Hyatt Corporation Retirement
20 Savings Plan who are located in California, Illinois, and New York,
21 received the full value of their credit-card tips outside of their regular
22 paycheck, and had a deferral election in place at the time they received
23 the reported tips, within six years of the date this action was filed, and
24 the Beneficiaries or Alternate Payees of any such person.

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

d) The terms set forth in the Agreement are preliminarily approved,
subject to further consideration at the hearing the Court will hold
pursuant to Federal Rule of Civil Procedure 23(e) to determine
whether the Settlement should receive final approval by the Court, as

1 provided for below (the “Final Approval Hearing”). Having
2 considered the terms of the Settlement and the submissions in support
3 of preliminary approval, the Court determines, in accordance with Fed.
4 R. Civ. P. 23(e)(1)(B), that it is likely that the Court will be able to
5 grant final approval of the Settlement under Fed. R. Civ. P. 23(e)(2)
6 following notice and a hearing. The Agreement therefore is
7 sufficiently within the range of reasonableness to warrant the
8 preliminary approval of the Agreement, the scheduling of the Final
9 Approval Hearing, and the mailing of Notice to Class Members, each
10 as provided for in this Order.

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

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

24 8. The Court approves the Notice to Class Members in substantially the
25 form attached as **Exhibit 2** to the Agreement. The Court approves the form and
26 content of the Notice as appropriate and finds that it fairly and adequately:

- 27 a. Summarizes the claims that are asserted;
- 28 b. Identifies the Settlement Class;

- c. Describes the terms and effect of the Settlement Agreement, including the benefits of the Settlement and the class release;
- d. Provides information regarding who is required to submit a Claim Form and the process for doing so;
- e. Notifies the Settlement Class that Class Counsel will seek compensation from the Net Settlement Amount for Administrative Expenses, Attorneys' Fees and Expenses, and a Case Contribution Award;
- f. Describes how the recipients of the Class Notice may object to the Settlement, or any requested Administrative Expenses, Attorneys' Fees and Expenses, or Case Contribution Award; and
- g. Gives notice to the Settlement Class of the time and place of the Fairness Hearing, and Class Members' right to appear.

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

Manner of Giving Notice

10. The Plan shall use reasonable efforts to cause the Plan Recordkeepers to provide to the Settlement Administrator, within 30 calendar days of the entry of this Preliminary Approval Order, the Participant Data, as defined in the Plan of Allocation as described in Article 6 to the Agreement (including names and last known addresses and email addresses, if available) sufficient to effectuate the Notice, implement the Plan of Allocation, and distribute the Settlement Fund on the terms provided for in the Agreement. The names and addresses provided to the

1 Settlement Administrator pursuant to this Order shall be used solely for providing
2 Notice of this Settlement and distribution of the Settlement Fund, and for no other
3 purpose and, shall be treated as “Confidential” under the Protective Order
4 governing the Action.

5
6 11. Within 30 calendar days of the entry of this Order and no later than
7 the first date that the e-mailing or the mailing of the Notice occurs, the Settlement
8 Administrator shall establish a website containing the Notice, the Agreement and
9 its exhibits, this Order, the Complaint, and the Motions for Preliminary Approval
10 and Final Approval (when filed); the Motion for Attorneys’ Fees and Expenses
11 (when filed); any approval order or other Court orders related to the Settlement;
12 any amendments or revisions to these documents; and any other documents or
13 information mutually agreed upon by the Parties.

14
15 12. Within 30 calendar days of the entry of this Order and no later than
16 the first date that the e-mailing or the mailing of the Notice occurs, the Settlement
17 Administrator shall establish a toll-free telephone number to which Class Members
18 can direct questions about the Settlement.

19
20 13. Within 45 calendar days after entry of this Order, or as may be
21 modified by the Court, the Settlement Administrator shall cause copies of the
22 Notice to be sent by first-class mail or electronic mail (if available) to all Class
23 Members through the notice procedure described in the Agreement.

24
25 14. Not later than 7 business days after sending the Notice to Class
26 Members, the Settlement Administrator shall provide to Class Counsel and
27 Defendants’ Counsel a declaration attesting said compliance in sending out the
28 Notice, as set forth above.

15. The Court finds that the Notice to be provided as set forth in this Order
is appropriate under the circumstances and, when completed, shall constitute due

1 and sufficient notice of the Settlement and the Final Approval Hearing to the
2 Settlement Class, and is in full compliance with the requirements of due process
3 and the Federal Rules of Civil Procedure.

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

7
8 **Final Approval Hearing**

9 17. The Court will hold the Final Approval Hearing on _____
10 in Courtroom ____, of the United States District Court for the Central District of
11 California _____, for the following purposes: (a) to determine whether
12 the non-opt out Settlement Class should be certified for Settlement purposes only;
13 (b) to determine whether the proposed Settlement on the terms and conditions
14 provided for in the Agreement is fair, reasonable, adequate, and in the best interests
15 of the Class and should be finally approved by the Court; (c) to determine whether
16 Class Counsel's Fee and Expense Application is reasonable and should be
17 approved; (d) to determine whether Plaintiff's request for a Case Contribution
18 Award is reasonable and should be approved; (e) to determine whether a Final
19 Approval Order and Judgment, substantially in the form attached as **Exhibit 4** to
20 the Agreement, should be entered dismissing with prejudice to all Claims; and (f)
21 to consider any other matters that may properly be brought before the Court in
22 connection with the Settlement. Notice of the Settlement and the Final Approval
23 Hearing shall be given to Class Members as set forth in Paragraph 8 of this Order.

24 The Court may adjourn the Final Approval Hearing and approve the
25 Settlement with such modification as the Parties may agree to, if appropriate,
26 without further notice to the Settlement Class.

1 18. No later than 45 calendar days before the Final Approval Hearing,
2 Class Counsel shall submit their papers in support of final approval of the
3 Agreement, and in support of Class Counsel’s Fee and Expense Application and
4 Plaintiff’s request for a Case Contribution Award.

5 **Objections to the Settlement**

6 19. The Court will consider written comments and objections to the
7 Settlement, the proposed Motion for Attorneys’ Fees and Expenses, and to
8 Plaintiff’s request for a Case Contribution Award. Any objection to the proposed
9 Settlement must be in writing, and must (a) clearly identify the case name and
10 number (*i.e. Lance Baird v. Hyatt Corporation, et al., C.D. Cal. Case No. 2:22-cv-*
11 *01620-DSF(Ex)*), and (b) be submitted to the Settlement Administrator, Class
12 Counsel, and Defendants’ Counsel. To state a valid objection to the Settlement,
13 an objecting Settlement Class Member must provide the following information in
14 the Settlement Class Member’s written objection: (1) his/her/its full name, current
15 address, and current telephone number, and, if represented by counsel, any of
16 his/her/its counsel’s name and contact information; (2) whether the objection
17 applies only to the objecting Class Member, to a specific subset of the Class, or to
18 the entire Class; (3) a statement of the position(s) the objector wishes to assert; and
19 (4) copies of any other documents that the objector wishes to submit in support of
20 his/her/its position. .

21
22 20. Any Class Members’ objections and/or comments must be submitted
23 to the Settlement Administrator at least 30 calendar days before the Final Approval
24 Hearing.

25 21. Any Class Member who does not timely submit a written objection
26 shall be deemed to have waived, and shall be foreclosed from raising, any objection
27
28

1 to the Agreement, and any untimely objection shall be barred absent an order from
2 the Court.

3 22. Any Class Member who submits a timely, written comment or
4 objection in accordance with this Order may also appear at the Final Approval
5 Hearing, either in person or through qualified counsel retained at their own expense.
6 Any comment or objection that is timely submitted will be considered by the Court
7 even in the absence of a personal appearance by the Class Member or that Class
8 Member's counsel.
9

10 23. Class Counsel shall file any timely submitted objections to the Court
11 at least 14 calendar days prior to the Final Approval Hearing.

12 24. The Parties may file written responses to any objections no later than
13 5 business days before the Final Approval Hearing.

14 **Termination of Settlement**

15 25. If the Settlement is terminated in accordance with the terms of the
16 Agreement, this Order shall become null and void, *ab initio*, and shall be without
17 prejudice to the rights of the Parties, all of whom shall be deemed to have reverted
18 to their respective status in the Class Action Settling Parties immediately before
19 the 2022 Mediation.

20 **Use of Order**

21 26. This Order is not admissible as evidence for any purpose against the
22 Released Settling Parties in any pending or future litigation. This Order: (a) shall
23 not give rise to any inference of, and shall not be construed or used as an admission,
24 concession, or declaration against any of the Released Settling Parties of
25 wrongdoing or liability in the Class Action or any other proceeding; (b) is not an
26 admission of any liability of any kind, whether legal or factual; (c) shall not be used
27 or received in evidence in any action or proceeding for any purpose, except in an
28

1 action or proceeding to enforce the Agreement, whether affirmatively or
2 defensively; (d) shall not be construed or used as an admission, concession, or
3 declaration by or against Plaintiff, the Plan, or the Settlement Class that the claims
4 lack merit or that the relief requested in the Action is inappropriate, improper, or
5 unavailable; and (e) shall not be construed or used as an admission, concession,
6 declaration, or waiver by any Party of any arguments, defenses, or claims he, she,
7 or it may have in the event that the Agreement is terminated.
8

9 27. This Order and the Agreement and any proceedings taken pursuant to
10 the Agreement are for settlement purposes only.

11 **Jurisdiction**

12 28. The Court may adjourn or continue the Fairness Hearing without
13 further direct notice to the Class Members other than by notice to Class Counsel.
14 The Court retains jurisdiction over (a) the Parties for purposes of the administration,
15 interpretation, implementation, and enforcement of the Settlement; (b) the
16 disposition of the Settlement Fund; (c) Class Counsel’s Fee and Expense
17 Application and Plaintiff’s request for Case Contribution Award; and (d) the Class
18 Members for all matters relating to the Action. The Court may approve the
19 Settlement, with such modifications as may be agreed to by the Parties, if
20 appropriate, without further notice to the Class.
21

22 **SO ORDERED** this _____ day of _____, 2023.
23
24
25

26 _____
The Honorable Dale Fischer
United States District Judge
27
28