

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Erin Jones and Matthew Shachno (“Plaintiffs”) and defendant Marriott International, Inc. (“Defendant”). The Agreement is intended to resolve and settle the following four pending actions:

- Plaintiff Erin Jones’s class action lawsuit captioned *Jones et al. v. JW Marriott Anaheim Resort et al.*, Case No. 30-2021-01183306-CU-OE-CXC, initiated on February 8, 2021 and pending in the Superior Court of the State of California, County of Orange (hereinafter, “*Jones I*”);
- Plaintiff Erin Jones’s PAGA lawsuit (and any related PAGA Notices) captioned *Jones et al. v. JW Marriott Anaheim Resort et al.*, Case No. 30-2021-01220455, initiated on September 10, 2021 and pending in the Superior Court of California, County of Orange (hereinafter “*Jones II*”);
- Plaintiff Matthew Shachno’s PAGA lawsuit (and any related PAGA Notices) captioned *Shachno et al v. Marriott International, Inc.*, Case No. 37-2020-00024021-CU-OE-CTL, initiated on July 13, 2020 and pending in the Superior Court of California, County of San Diego (hereinafter, “*Shachno I*”); and
- Plaintiff Matthew Shachno’s class action lawsuit captioned *Shachno v. Marriott International, Inc.*, Case No. 3:22-cv-01215-TWR-JLB, initiated on May 23, 2022 and pending in the Southern District of California after removal (hereinafter, “*Shachno II*”).¹

The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Actions” means *Jones I*, *Jones II*, *Shachno I*, and *Shachno II*, collectively.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted

¹ Defendant removed *Shachno II* from state court, where it was styled as *Shachno et al. v. Marriott International, Inc.*, Case No. 37-2022-00019579 (San Diego County Super. Ct.).

to the Court in connection with the Preliminary Approval Order.

- 1.4. “Aggrieved Employees” means all individuals who are or who have been employed by Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California as hourly, non-exempt employees during any portion of the PAGA Period.
- 1.5. “Class” means all individuals who are or have been employed by Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California as hourly, non-exempt employees during any portion of the Class Period.
- 1.6. “Class Counsel” means Blumenthal Nordrehaug Bhowmik De Blouw LLP and Lawyers for Justice, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for any and all of their legal work in connection with the Actions, including their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Actions.
- 1.8. “Class Data” means the following Class Member identifying information in Defendant’s possession: the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s search for current Class Member mailing addresses using the National Change of Address database and a skip-trace search.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement along with a Request for Exclusion form, Objection form, and Dispute form substantively in the forms attached hereto as Exhibit A.
- 1.12. “Class Period” means the period of time from February 8, 2017 through the date of the Preliminary Approval Order, or through an earlier date pursuant to Section 9.

- 1.13. “Class Representative” means Erin Jones and Matthew Shachno, the named Plaintiffs in the Operative Complaint and in the Actions seeking Court approval to serve as Class Representatives.
- 1.14. “Class Representative Service Payment” means the service payment to be made to each Plaintiff as Class Representative, as approved by the Court, in order to compensate them for initiating the Actions, performing work in support of the Actions, and undertaking the risk of liability for Defendant’s expenses.
- 1.15. “Court” means the Superior Court of California, County of Orange, where the Operative Complaint is filed.
- 1.16. “Defense Counsel” means Kabat Chapman & Ozmer LLP.
- 1.17. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Final Approval Order; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment if no appeal is filed; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment, issues a remittitur, and the Final Approval Order is no longer subject to further judicial review.
- 1.18. “Extended Response Deadline” means sixty (60) calendar days after the Administrator first mails a Class Notice to Class Members and Aggrieved Employees if the initial mailing has been returned as undeliverable to the Administrator, and shall be the last day on which Class Members whose initial mailing was returned as undeliverable may (a) submit Requests for Exclusion, or (b) submit an objection to the Settlement (as detailed at Section 8.6, below).
- 1.19. “Final Approval Order” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.21. “Gross Settlement Amount” means Two Million Four Hundred Seventy Thousand Dollars and Zero Cents (\$2,470,000) which, subject to Court approval, is the total amount to be paid by Defendant as provided by this Agreement except as provided in Section 9 below. The Gross Settlement Amount is inclusive of and will be used to pay Individual Class Payments, Individual PAGA Payments, the

LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and any other expenses directly related to the Actions, which includes all such fees and costs incurred to date, as well as all such fees and costs incurred in documenting this Agreement, any and all interest accruals, securing Court approval of this Agreement, administering the Settlement, and obtaining a final order approving this Agreement and entering judgment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes only any employer-side payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement Amount and shall be the separate additional obligation of Defendant.

- 1.22. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.24. “Judgment” means the judgment entered by the Court based upon its Final Approval Order substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699, subd. (i).
- 1.26. “LWDA PAGA Payment” means 75% of the PAGA Penalties to be paid to the LWDA under Labor Code section 2699, subd. (i), subject to Court approval.
- 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments as described in Sections 1.22.
- 1.28. “Non-Participating Class Member” means a Class Member who opts out of the Settlement (except Aggrieved Employees shall have no right to exclude themselves from the PAGA portion of the Settlement) by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.29. “Operative Complaint” means the Second Amended Complaint that will be filed in the *Jones I* action pursuant to this Agreement, as set forth more fully in Section

2.9, below.

- 1.30. “PAGA Pay Period” or “PAGA Pay Periods” means any Pay Period or Pay Periods, respectively, during the PAGA Period in which an Aggrieved Employee worked any hours for Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego.
- 1.31. “PAGA Period” means the period of time from March 10, 2019 through the date of the Preliminary Approval Order, or through an earlier date pursuant to Section 9.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.33. “PAGA Notices” means plaintiff Matthew Shachno’s March 10, 2020 letter to Defendant and the LWDA and plaintiff Erin Jones’s July 7, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means a payment of Fifty Thousand Dollars, subject to Court approval, attributable to PAGA civil penalties and to be paid from the Gross Settlement Amount in settlement of the PAGA claims in the Actions.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Preliminary Approval Order” means the Court’s Order granting preliminary approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.37. “Released Class Claims” means any and all claims, debts, liabilities, demands, actions, or causes of action under state or the equivalent federal or local law alleged in any of the Actions, or reasonably arising from or reasonably related to the facts, claims, or circumstances underlying or alleged in any of the Actions, or that could have been alleged in any of the Actions based on the facts, claims, or circumstances underlying or alleged in, any of the Actions. The Released Class Claims include:
 - (a) All claims for failure to pay wages or for improper deductions from wages, including minimum wages, overtime wages, regular wages, sick pay wages, or gratuities, under any theory of recovery including, rounding of time, off-the-clock work of any kind (including pre-and post-shift activities, working during breaks, waiting in line to clock in, drug testing, COVID-19 and/or temperature screening or other mandatory testing/screening off-the-clock, donning and/or doffing of uniforms off-the-clock, and adhering to grooming/personal appearance standards off-the-clock), failure to pay overtime, sick pay or gratuities at the proper rate or in the proper amount,

reporting time/half-day work claims, and any other theories of recovery that could have been alleged for minimum wages, overtime wages, regular wages, sick pay wages, or gratuities based on the facts underlying the claims set forth in any of the Actions.

- (b) Meal period and rest period claims, under any theory of recovery, including failure to provide meal and/or rest periods, failure to provide timely or uninterrupted meal or rest periods, failure to provide off-duty meal or rest periods, failure to pay meal or rest period premiums/penalties, failure to pay meal or rest period premiums/penalties at the correct rate of pay, and any other theories of recovery that could have been alleged for meal or rest period violations based on the facts underlying the claims set forth in any of the Actions.
- (c) Rest day and/or working more than six days in seven claims pursuant to California Labor Code Sections 551-552.
- (d) Failure to keep/maintain accurate or proper employee time records, failure to provide accurate itemized wage statements, and/or failure to keep/maintain accurate employee payroll records.
- (e) Failure to timely pay wages due during employment or at separation of employment.
- (f) Failure to reimburse business expenses under California Labor Code Section 2802 under any theory of recovery that was alleged, or could have been alleged in any of the Actions including, uniform purchase and/or maintenance expenses, cell phone expenses, purchase of work tool or other items, parking expenses and any other theories of recovery that could have been alleged for reimbursement of expenses based on the facts underlying the claims set forth in any of the Actions.
- (g) Claims for unfair business practices pursuant to California Business and Professions Code section 17200, *et seq.*, under any theory of recovery that was alleged or could have been alleged in any of the Actions based on the facts underlying the claims set forth in any of the Actions.
- (h) Claims for declaratory relief, interest, restitution and/or other equitable relief, liquidated damages, punitive damages, penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, waiting-time penalties, attorneys' fees and costs, and interest that was alleged or could have been alleged in any of the Actions based on the facts underlying the claims set forth in any of the Actions.

Without limiting the foregoing, the Released Class Claims include all claims alleged in any of the Actions, or reasonably arising from or reasonably related to the facts, claims, or circumstances alleged in any of the Actions, or that reasonably could have been alleged in any of the Actions based on the facts, claims, or circumstances alleged in any of the Actions under California Labor

Code Sections 98.1, 200, 201-204, 210, 212, 216, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 233, 245-249, 350, 351, 353, 510, 512, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 and/or Wage Orders of the California Industrial Welfare Commission related to these claims arising under the California Labor Code, including Wage Orders Nos. 4, 5, 7, and 9; California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR §§ 11000 *et seq.*, 11010 *et seq.*, and 11060 *et seq.*; California Code of Civil Procedure § 1021.5; the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.* and 211(c) *et seq.* Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation.

1.38. “Released PAGA Claims” means any and all claims under PAGA that were alleged in any of the Actions or PAGA Notices, or reasonably arise from or reasonably relate to the facts, claims, or circumstances underlying or alleged in any of the Actions or PAGA Notices, or could have been alleged in any of the Actions based on the facts, claims or circumstances underlying or alleged in any of the Actions or the PAGA Notices. The Released PAGA Claims include:

- (a) All PAGA claims for failure to pay wages or for improper deductions from wages, including minimum wages, overtime wages, regular wages, sick pay wages, or gratuities, under any theory of recovery including, rounding of time, off-the-clock work of any kind (including pre-and post-shift activities, working during breaks, waiting in line to clock in, drug testing, COVID-19 and/or temperature screening or other mandatory testing/screening off-the-clock, donning and/or doffing of uniforms off the clock, and adhering to grooming/personal appearance standards off-the-clock), failure to pay overtime, sick pay or gratuities at the proper rate or in the proper amount, reporting time/half-day work claims, and any other theories of recovery that could have been alleged for minimum wages, overtime wages, regular wages, sick pay wages, or gratuities based on the facts underlying the PAGA Notices sent or the claims set forth in any of the Actions.
- (b) All PAGA claims for meal period and rest period claims, under any theory of recovery, including, failure to provide meal and/or rest periods, failure to provide timely or uninterrupted meal or rest periods, failure to provide off-duty meal or rest periods, failure to pay meal or rest period premiums/penalties, failure to pay meal or rest period premiums/penalties at the correct rate of pay, and any other theories of recovery that could have been alleged for meal or rest break violations based on the facts underlying the PAGA Notices sent or the claims set forth in any of the Actions.
- (c) All PAGA claims for rest day and/or working more than six days in seven claims pursuant to California Labor Code Sections 551-552, and any other

theories of recovery that could have been alleged for such violations based on the facts underlying the PAGA Notices sent or the claims set forth in any of the Actions.

- (d) All PAGA claims for failure to keep/maintain accurate or proper employee time records, failure to provide accurate itemized wage statements, and/or failure to keep accurate employee payroll records.
- (e) All PAGA claims for failure to timely pay wages due during employment or at separation of employment.
- (f) All PAGA claims for failure to reimburse business expenses under California Labor Code Section 2802 under any theory of recovery that was alleged, or could have been alleged in any of the Actions, including, uniform purchase and/or maintenance expenses, cell phone expenses, purchase of work tools or other items, parking expenses and any other theories of recovery that could have been alleged for reimbursement of expenses based on the facts underlying the PAGA Notices sent or the claims set forth in any of the Actions.
- (g) All PAGA claims for penalties under the PAGA, attorneys' fees and costs, and interest based on the facts underlying the PAGA Notices sent or the claims set forth in any of the Actions.

Without limiting the foregoing, the Released PAGA Claims include all claims arising under the California Labor Code identified at Section 1.37, above (for the Released Class Claims).

All Aggrieved Employees (and their successor, assigns, and/or agents), including those who are not Participating Class Members, will: (i) be barred by the doctrine of *res judicata* from asserting, in any forum, any of the Released PAGA Claims; and (ii) be deemed to have fully and finally released and discharged all of the Released PAGA Claims up through the date of the Preliminary Approval Order or an earlier date per Section 9. Except as expressly set forth in this Agreement, the Released PAGA Claims do not include claims for wrongful termination, discrimination, unemployment insurance, disability, and worker's compensation. Aggrieved Employees who are not Participating Class Members do not release any claims not expressly included in the definition of Released PAGA Claims.

- 1.41. "Released Parties" means: Defendant, and each of its past, present, and future parents, subsidiaries, affiliates, hotel owners, principals, and other affiliated corporations, divisions, and partnerships, and each of their respective successors, parents, principals, and other affiliated corporations, divisions, subsidiaries, partnerships, officers, directors, shareholders, employees, predecessors, assigns, representatives, members, benefits plan administrators, fiduciaries, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys, trustees, equity sponsors, joint employers, alter-egos, joint venturers, auditors, consultants, and any past, present, or future officers, directors

and employees), each in their individual and corporate capacities, and each of their predecessors, successors, heirs, and assigns, and any individual or entity which could be, or could be alleged to be, jointly liable with Defendant.

- 1.42. “Request for Exclusion” means a Class Member’s timely and complete submission of a written request to be excluded from the Settlement signed by the Class Member (except Aggrieved Employees shall have no right to exclude themselves from the PAGA portion of the Settlement).
- 1.43. “Response Deadline” means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her objection to the Settlement as detailed at Section 8.6, below.
- 1.44. “Settlement” means the disposition of the Actions (including the Operative Complaint), and all related claims effectuated by this Agreement and the Judgment.
- 1.45. “Workweek” or “Workweeks” means any week or weeks, respectively, during the Class Period in which a Class Member worked any hours for Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego.

2. RECITALS

- 2.1. On July 7, 2020, Shachno initiated *Shachno I* by filing a PAGA-only complaint against Defendant on behalf of all non-exempt employees of Defendant in California. In *Shachno I*, Plaintiff seeks penalties under PAGA for the following alleged violations: (1) unpaid wages; (2) meal period violations; (3) rest period violations; (4) failure to pay wages due during employment and upon separation of employment; (5) failure to issue accurate itemized wage statements and maintain records; (6) failure to indemnify for expenditures or losses in discharge of duties; and (7) failure to provide gratuities.
- 2.2. On February 8, 2021, Jones initiated *Jones I* by filing a putative class action complaint against Defendant (and non-entity “JW Marriott Anaheim Resort”) seeking recovery of damages for all non-exempt employees of Defendant in California. On April 15, 2021 Defendant filed a Notice of Removal of *Jones I* to the U.S. District Court for the Central District of California (Case No. 8:21-cv-00703). On May 13, 2021, Jones filed his First Amended Complaint (“FAC”) in federal court. On June 17, 2021, the federal court remanded *Jones I* back to the state court. Jones’s operative class action FAC alleges the following claims: (1) unpaid wages; (2) meal period violations; (3) rest period violations; (4) failure to pay wages due during employment and upon separation of employment; (5) failure to issue accurate itemized wage statements and maintain records; (6) failure to

indemnify for expenditures or losses in discharge of duties; and (7) violation of Business and Professions Code Sections 17200 *et seq.*

- 2.3. On September 10, 2021, Jones initiated *Jones II* by filing a PAGA-only complaint against Defendant (and non-entity “JW Marriott Anaheim Resort”) on behalf of all non-exempt employees of Defendant in California. *Jones II* seeks penalties under PAGA for the following alleged violations: (1) unpaid wages; (2) meal period violations; (3) rest period violations; (4) failure to pay wages due during employment and upon separation of employment; (5) failure to issue accurate itemized wage statements and maintain records; and (6) failure to indemnify for expenditures or losses in discharge of duties.
- 2.4. On May 23, 2022, Shachno initiated *Shachno II* by filing a putative class action complaint against Defendant seeking recovery of damages for all non-exempt employees of Defendant in California. On August 18, 2022, Defendant filed a Notice of Removal of *Shachno II* to the U.S. District Court for the Southern District of California (Case No. 22-cv-1215), and *Shachno II* has been proceeding in federal court. Shachno’s operative class action complaint alleges the following claims: (1) unpaid wages; (2) meal period violations; (3) rest period violations; (4) failure to pay wages due during employment and upon separation of employment; (5) failure to issue accurate itemized wage statements and maintain records; (6) failure to indemnify for expenditures or losses in discharge of duties; (7) failure to provide gratuities; and (8) violation of Business and Professions Code Sections 17200 *et seq.*
- 2.5. On May 19, 2022, Defendant and plaintiff Shachno participated in an all-day private mediation to potentially resolve *Shachno I* and *Shachno II*.² The mediation was conducted by experienced wage-and-hour mediator Mark S. Rudy. The settlement discussions were conducted at arm’s length. The Parties reached an impasse at mediation. The Parties then continued to actively litigate their respective claims and defenses.
- 2.6. On August 18, 2022, Defendant and plaintiff Jones participated in private mediation to potentially resolve *Jones I* and *Jones II*. The mediation was conducted by experienced wage-and-hour mediator Jeffrey Krivis. The settlement discussions were conducted at arm’s length. The Parties reached an impasse at mediation. With the assistance of the mediator, the Parties continued to discuss potential resolution of these matters in good faith and exchanged information to further their discussions.
- 2.7. On June 8, 2023, the Parties participated in an all-day mediation presided over by Mr. Krivis. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Actions based upon a mediator’s proposal.

² Shachno had not yet filed *Shachno II* at the time of this mediation. However, Shachno’s counsel raised the potential class claims and the mediation encompassed potential resolution of same.

This Agreement replaces and supersedes any other agreements, understandings, or representations between the Parties.

- 2.8. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.9. As a condition of this Settlement, and to conserve judicial resources and facilitate the efficient and expeditious settlement of the Actions that are subject to this Agreement, the Parties agree to and must: (i) amend the FAC in *Jones I* to consolidate all claims at issue in the four separate Actions into *Jones I* by filing the Operative Complaint; and (ii) dismiss *Jones II*, *Shachno I*, and *Shachno II* based upon the procedures set forth in the following subsections.
 - (a) To effectuate the above, the Parties shall submit concurrently herewith (and no later than 2 business days of the full execution of this Agreement) a joint stipulation and proposed order to the *Jones I* court to approve the immediate filing of the Operative Complaint (which will be attached thereto) to conform the pleadings in *Jones I* with the claims set forth in *Shachno I*, *Shachno II*, and *Jones II*, as well as the scope of the releases set forth in this Agreement. If, upon approval of the joint stipulation, the *Jones I* court does not automatically consider the Operative Complaint filed, then Plaintiffs must file the Operative Complaint within 1 business day of receipt of the court's approval of the joint stipulation. The Operative Complaint will, among other things: (i) include Shachno as a plaintiff; (ii) include Shachno's counsel as counsel; (iii) omit "JW Marriott Anaheim Resort" as a named defendant (as it is not a legal entity); (iv) define the class in *Jones I* to include only former or current hourly non-exempt employees who were employed by Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego in California at any time during the period from February 8, 2017 to the present; (v) include the PAGA claims alleged in *Shachno I* and *Jones II* and define the PAGA aggrieved employees to include only current or former hourly non-exempt employees who were employed by Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego in California at any time during the period from March 10, 2019 to the present; and (vi) include all substantive claims and allegations contained in the operative complaints in *Jones II*, *Shachno I*, and *Shachno II*, as well as other claims that could have been brought in any of those actions based on the facts alleged in same.
 - (b) Defendant will not be required to file an answer or other responsive pleading to the Operative Complaint, and Plaintiffs will not seek entry of any default or default judgment against Defendant due to there being no answer or responsive pleading on file (and will immediately vacate or unwind any such default if *sua sponte* entered by the Court). The Parties do not impliedly or expressly waive

any arguments or defenses in any of the Actions by submission of the Operative Complaint in *Jones I* for settlement purposes.

(c) Within three (3) business days of the filing of the Operative Complaint in *Jones I*, the Parties shall file joint stipulations of dismissal in the *Shachno I*, *Shachno II*, and *Jones II* actions in accordance with the following terms, and the Parties and their counsel will perform, or cause to be performed, any further acts necessary to ensure *Jones II*, *Shachno I*, and *Shachno II* are dismissed in accordance with these terms:

- i. *Shachno II* Class Action: *Shachno II* will be dismissed, without prejudice, in its entirety.
- ii. *Shachno I* PAGA Action: In *Shachno I*, Defendant obtained summary adjudication on the merits of the statewide PAGA claims against Defendant alleging failure to pay minimum wages, overtime wages, and gratuities. Accordingly, the minimum wage, overtime and gratuity claims alleged in *Shachno I* shall be dismissed with prejudice as to all of Defendant's non-exempt employees, employed at any location in California, at any time from March 10, 2019, through the date of the Preliminary Approval Order (the "*Shachno I* PAGA Period"). All other claims alleged in *Shachno I* will be dismissed: (i) with prejudice as to all non-exempt employees by Defendant at the Marriott Marquis San Diego or JW Marriott Anaheim at any time from March 10, 2019, through the date of the Preliminary Approval Order; and (ii) without prejudice as to Defendant's non-exempt employees employed during the *Shachno I* PAGA Period at locations other than the JW Marriott Anaheim and the Marriott Marquis San Diego.
- iii. *Jones II* PAGA Action: Because the allegedly aggrieved employees in *Jones II* are also allegedly aggrieved employees in *Shachno I*, and thus subject to the *res judicata* effect of the summary adjudications in *Shachno I*, the overtime and minimum wage claims alleged in *Jones II* shall also be dismissed with prejudice as to all of Defendant's non-exempt employees, employed at any location in California, at any time from March 10, 2019 through the date of the Preliminary Approval Order. All other claims alleged in *Jones II* will be dismissed: (i) with prejudice as to all non-exempt employees employed by Defendant at the Marriott Marquis San Diego or JW Marriott Anaheim at any time from January 11, 2020 through the date of the Preliminary Approval Order (the "*Jones II* PAGA Period"); and (ii) without prejudice as to Defendant's non-exempt employees employed during the *Jones II* PAGA Period at locations other than the JW Marriott Anaheim and the Marriott Marquis San Diego.

2.10. The Court will have jurisdiction over the Parties for purposes of approving the Settlement of the Actions and the Operative Complaint, in accordance with the

procedures set forth above. The Actions include claims that, while Defendant denies them in their entirety, would, if proven, authorize the Court to grant relief pursuant to the California laws cited therein. If the Agreement is approved, the Court will retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, pursuant to California Rules of Court Rule 3.769, *et seq.* and California Code of Civil Procedure Section 664.6, and the Parties hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith. The Parties, Class Counsel and Defense Counsel agree that the Court, upon motion, may enter judgment pursuant to the Agreement and California Code of Civil Procedure Section 664.6 and the Agreement is admissible in evidence for purposes of enforcement pursuant to California Evidence Code Section 1123. The Agreement will be interpreted and enforced under the laws of the State of California without regard to its conflict of laws provisions. Any dispute arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Court and the Parties hereby consent to the jurisdiction of the Court over them solely in connection therewith.

- 2.11. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that any allegations or claims in the Actions (including in the Operative Complaint) have merit or that Defendant bears any liability to Plaintiffs or the Class or Aggrieved Employees on those claims or any other claims, nor as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Actions (including the Operative Complaint).

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Sections 9 and 10 below, Defendant promises to pay no more than the Gross Settlement Amount, subject to Court approval, as part of this Settlement, except that any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant has no obligation to pay the Gross Settlement Amount (or any other amounts of any kind) prior to the deadline stated in Section 4.3 of this Agreement. None of the Gross Settlement Amount will revert to Defendant. It is expressly understood and agreed that if the Court awards less than the total amounts requested by Class Counsel to be awarded for the Class Counsel Fees Payment, Class Counsel Litigation Expense Payment, Administration Expenses Payment, and/or the Class Representative Service Payment requested by Plaintiffs: (i) the difference in any such amounts will be added to the Net Settlement Amount; (ii) any such decision by the Court is not a material alteration of this

Agreement and shall not be grounds for Plaintiffs or their counsel to withdraw from, void, rescind, revoke, alter, or attempt to renegotiate any terms of this Agreement; and (iii) the Gross Settlement Amount shall not be increased as a result. Similarly, if the Court requires that more of the Gross Settlement Amount be allocated to PAGA Penalties, (i) the difference in any such amounts will be taken from the Net Settlement Amount; (ii) any such decision by the Court is not a material alteration of this Agreement and shall not be grounds for Plaintiffs or their counsel to withdraw from, void, rescind, revoke, alter, or attempt to renegotiate any terms of this Agreement; and (iii) the Gross Settlement Amount shall not be increased as a result. In no event will Defendant be required to pay any amount in excess of the Gross Settlement Amount, except to the extent necessary to pay for employer side payroll taxes on the portion of each Individual Class Payment attributable to wages and as per Section 9, if applicable.

- 3.2. Taxes. Plaintiffs, on behalf of themselves and Participating Class Members and Aggrieved Employees, represent and warrant that they understand that it is their sole obligation to pay appropriate federal, state, and local income taxes on any amounts they receive under this Agreement that lawfully qualify as taxable income other than the employer's share of payroll taxes. The Parties make no representations about the tax consequences to any portion of the Individual Class Payments or Individual PAGA Payments, including those representing non-wage payments such as interest and penalties.
- 3.3. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Gross Settlement Amount shall be disbursed as follows, subject to Court approval.
- (a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than Five Thousand Dollars and Zero Cents (\$5,000.00) each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendant will not oppose Plaintiffs' requests for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will report the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for taxes owed on the Class Representative Service Payments.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$822,510, and a Class Counsel Litigation Expenses Payment of not more than

\$85,000. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will report the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless from any dispute or controversy regarding any division or sharing of any of these payments. The payment of the Class Counsel Fees Payment shall be made as follows: 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 50% to Lawyers for Justice, PC. Payment of Class Counsel Litigation Expenses Payment shall be made to the firm that incurred the expenses.

Defendant's payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses awarded to Class Counsel shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm for attorneys' fees, costs, or expenses in the Actions incurred by any attorney on behalf of the Plaintiffs, the Class Members, and Aggrieved Employees and shall relieve Defendant, the Administrator, and Defense Counsel of any other claims or liability to any other attorney or law firm for any attorneys' fees, costs, and expenses to which any of them may claim to be entitled on behalf of Plaintiffs, the Class Members, and/or Aggrieved Employees.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$25,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than this amount, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members and Aggrieved Employees. If the Court approves in excess of \$25,000 due to a showing of good cause, that excess amount will be deducted from the Gross Settlement Amount.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000 to be paid from the Gross Settlement Amount, with 75% (\$37,500) allocated to the LWDA PAGA Payment and 25% (\$12,500) allocated to the Individual PAGA Payments, subject to Court approval.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA

Penalties (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. If the Administrator allocates more to the PAGA Penalties than the amount requested, such additional amount will be deducted from the Net Settlement Amount.
 - iii. Upon the Effective Date and payment by Defendant of the Gross Settlement Amount to the Administrator, as well as its employer's share of payroll taxes on funds allocated as wages herein, Defendant will be released of any liability for any penalties pursuant to PAGA in connection with the claims and factual allegations alleged in the Actions to the extent permitted by law.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- i. Tax Allocation of Individual Class Payments. Fifty percent (50%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding, which will be deducted pursuant to applicable state and federal law, and will be reported on an IRS W-2 Form. Fifty percent (50%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

4. SETTLEMENT FUNDING

- 4.1. Workweeks and PAGA Pay Periods. Based on its records, Defendant has estimated that (a) the Class Members collectively worked a total of approximately 192,000 workweeks for the period of February 8, 2017 to June 8, 2023 (which excludes the workweeks covered by prior settlements as described in Section 9), and (b) approximately 1,766 Aggrieved Employees collectively worked a total of

approximately 129,197 pay periods for the period of March 10, 2019 to June 8, 2023.

- 4.2. Class Data. Not later than 45 days after the Court enters the Preliminary Approval Order of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Inadvertent omissions are not a material violation of this Agreement and shall not be grounds for Plaintiffs or their counsel to withdraw from, void, rescind, revoke, alter, or attempt to renegotiate any terms of this Agreement. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Prior to the Effective Date, Defendant will not be required to fund the Settlement, in whole or in part. Within thirty (30) calendar days after the Effective Date, Defendant shall provide the Administrator with sufficient funds to make all the payments required under this Settlement. Prior thereto, Defendant shall not have any obligation to segregate the funds comprising the Gross Settlement Amount from its other assets and will retain exclusive authority over, and responsibility for, those funds.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 30 business days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and Aggrieved Employees, respectively, via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including

those for whom Class Notice was returned undelivered). If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if requested by the Class Member prior to the void date.
 - 5.4. For any Participating Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved Employee, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
 - 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** As of the Effective Date, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
- 6.1. Plaintiffs Jones and Shachno's General Releases. As of and subject to the occurrence of the Effective Date, Plaintiffs Shachno and Jones, on behalf of themselves and their respective former, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, hereby fully and finally release the Released Parties, and each of them, from any and all causes of action, claims, demands, costs and expenses, or damages, asserted or unasserted, known and unknown, in law or in equity, under any federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to, claims arising from or in any way related to their employment with Defendant and their compensation while an employee of Defendant ("Shachno/Jones Released Claims"). The Shachno/Jones Released Claims include, but are not limited to, the Released Class Claims; the Released PAGA Claims; any

and all claims for declaratory or equitable relief, claims for contribution or indemnity, wages, back pay, front pay, bonuses, commissions, severance pay, emotional distress, liquidated damages, compensatory damages, employee benefits, damages, penalties, exemplary damages, punitive damages reinstatement, and/or attorney's fees and expenses, known or unknown, vested or contingent, which Plaintiffs now have or ever had resulting from any alleged violation, asserted or unasserted, of any federal, state and/or local laws, rules or regulations, including, but not limited to claims under Sections 1981 through 1988 of Title 42 of the United States Code, the National Labor Relations Act, 29 U.S.C. § 151 *et seq.*, the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*, as amended, the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*, the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.*, the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 *et seq.*, Section 806 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. § 1514A, the California Family Rights Act, the California Constitution, the California Fair Employment & Housing Act, the California Labor Code (including the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*), or any other federal, state, or local human rights, civil rights, wage-hour, pension or labor laws, rules and/or regulations, public policy, contract or tort laws, or any claim arising under the common law, including assault and emotional distress, or any claims under Defendant's benefits plans, or any claim for costs, fees or other expenses, including any and all attorneys' fees, or any other action relating to or arising out of Plaintiffs' respective employment with Defendant based upon any conduct up to and including the Effective Date of this Agreement. The Shachno/Jones Released Claims do not extend to claims that cannot be released as a matter of law. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believes to be true but agrees, nonetheless, that Plaintiffs' releases shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

Plaintiffs agree and understand that they may have claims against the Released Parties of which, at the time of the execution of this Agreement, they have no knowledge or suspicion, but agree and represent that this Agreement extends to all claims against the Released Parties, whether or not known, claimed or suspected by Plaintiffs as of the date of this Agreement. It is also understood and agreed that the Shachno/Jones Released Claims include not only claims presently known to Plaintiffs but also include all unknown or unanticipated claims, rights, demands, actions, obligations, liabilities, and causes of action of any and every kind, nature, and character whatsoever, which would otherwise come within the scope of the Shachno/Jones Released Claims. Therefore, Plaintiffs knowingly and voluntarily waive any and all rights or benefits which they may now have, or in the future may have, under the terms of Section 1542 of the California Civil Code which provides as follows:

1542. [CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.] A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

- 6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, upon the Effective Date and by operation of the Final Approval Order, release each of the Released Parties from any and all of the Released Class Claims arising through and including the date of the Preliminary Approval Order or an earlier date per Section 9. As set forth herein, Plaintiffs agree to amend the *Jones I* operative complaint as necessary to comport with this provision, as well as the Releases set forth above.

The Participating Class Members also expressly agree, upon the Effective Date and by operation of the Final Approval Order, to forego any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind (whether by filing an independent lawsuit or participating in a class, collective, or representative action), to obtain a recovery against any of the Released Parties for the Released Class Claims.

- 6.3. Release of PAGA Claims. Upon the Effective Date and by operation of the Final Approval Order, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, each of the Released Parties from the Released PAGA Claims arising through and including the date of the Preliminary Approval Order or an earlier date per Section 9.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Plaintiffs agree to prepare a motion for preliminary approval (“Motion for Preliminary Approval”) subject to review and approval of Defendant that complies with the Court’s procedures and instructions.

- 7.1. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining the Preliminary Approval Order, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA settlement under Labor Code Section 2699, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration

from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)) and all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

- 7.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing, and Class Counsel is responsible for filing, the Motion for Preliminary Approval no later than 5 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Administrator.
- 7.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval or Final Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the Motion for Preliminary Approval or conditions its grant of the Motion for Preliminary Approval on any material changes to this Agreement, the Parties agree to meet and confer in good faith to attempt to resolve the Court’s concerns.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Administrator’s duties will include preparing, printing, and mailing the Class Notice to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notices; re-mailing Class Notices that are returned to the Class Member’s new address; setting up a toll-free telephone number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notices and receipt of Requests for Exclusion, objections and disputes; establishing a settlement fund that meets the requirements

of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation section 468B-1 and administering the Gross Settlement Amount; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

8.3. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
- (b) Within 14 calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. Class Counsel is responsible for preparing the Spanish translation and for the cost, if any, for same (including for Exhibit D), with the contents subject to approval by Defendant. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than seven (7) calendar days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) Class Members must submit objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion by the Response Deadline, except that Class Members whose notice is re-mailed will have until the Extended Response Deadline to submit objections, challenges to Workweeks

and/or PAGA Pay Periods, and Requests for Exclusion. The Administrator will inform the Class Member of the Extended Response Deadline with the re-mailed Class Notice, which notice shall be substantially in the form attached to this Agreement as Exhibit D.

- (e) In the event that the procedures in this Section are followed and the intended recipient of a Class Notice still does not receive the Class Notice, the intended recipient shall be bound by all terms of the Agreement and any Final Approval Order entered by the Court if the Agreement is approved by the Court. In the event the procedures in this Section are followed and a Class Member does not ultimately return a Request for Exclusion and/or the Request for Exclusion is rejected by the Settlement Administrator because it is untimely or otherwise not valid, the Class Member shall be deemed a Participating Class Member and will be bound by all terms of the Agreement and any Final Approval Order entered by the Court if the Agreement is approved by the Court.
- (f) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via overnight delivery, a Class Notice requiring them to exercise options under this Agreement by the Response Deadline or Extended Response Deadline, whichever is applicable.

8.4. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) from the class portion of the Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than the Response Deadline (or Extended Response Deadline, if applicable). The date of the postmark on the return mailing envelope will be the exclusive means for determining whether a Request for Exclusion has been timely submitted. A Request for Exclusion must be in writing which contains: (1) the Class Member's full name, current address, last four digits of his/her Social Security number; (2) the case name and number; (3) a clear statement that the Class Member wishes to be excluded from the Settlement; and (4) the Class Member's signature and the date of signature. To be valid, a Request for Exclusion must be timely mailed and postmarked by the Response Deadline (or Extended Response Deadline if applicable).
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class

Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

(c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement and the Final Approval Order, including the Participating Class Members' Releases under Section 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement. Any Class Member who timely submits a Request for Exclusion will not be a Participating Class Member, will not be entitled to receive any Individual Class Payment, and will not be bound by this Agreement or have any right to object, appeal, or comment thereon. Notwithstanding the foregoing, the Parties agree there is no statutory or other right for any Aggrieved Employee to opt out or otherwise exclude himself or herself from the PAGA portion of the Settlement. A Class Member who submits a valid and timely Request for Exclusion and is also an Aggrieved Employee shall still receive an Individual PAGA Payment and shall be bound by the release of PAGA Released Claims regardless of whether they negotiate the check.

(d) If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.5. Challenges to Calculation of Workweeks. The Class Notice mailed to each Class Member will indicate the Workweeks and PAGA Pay Periods credited to that Class Member and Aggrieved Employee, respectively, the estimated Individual Class Payment and/or Individual PAGA Payment that he/she is to receive based upon Defendant's records and the formulas set forth in Section 3.3(d) and 3.3(e). Each Class Member/Aggrieved Employee shall have until the Response Deadline (or Extended Response Deadline, if applicable) to challenge the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member/Aggrieved Employee in the Class Notice. The Class Member or Aggrieved Employee may challenge the allocation by communicating with the Administrator via mail, which must explain the basis for the dispute and include any supporting documentation showing that the Workweeks or PAGA Pay Periods credited to him or her is inaccurate. Defendant's records will be determinative absent credible evidence to rebut the accuracy of those records. To the extent a Class Member or Aggrieved Employee submits credible evidence, the Administrator's determination of the allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to

Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.6. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) To assert an objection to the Settlement, a Participating Class Member must submit an objection to the Administrator, by mail at the address specified on the Class Notice, not later than the Response Deadline (or Extended Response Deadline, if applicable). The date of the postmark will be the exclusive means for determining whether an objection has been timely submitted. All objections must be in writing, which includes: (1) the objector's full name, address, last four digits of his or her Social Security number, and signature; (2) the case name and number; (3) the reasons for the objection (e.g., factual and legal basis for objection) with supporting documents, if any, on which the objection is based; (4) whether the objector is represented by an attorney and providing the contact information of any such attorney; and (5) whether the objector plans to appear at the Final Approval Hearing. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. Absent good cause found by the court, Participating Class Members who fail to object in the manners specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If a Participating Class Member objects to this Settlement, the Participating Class Member will remain a member of the Settlement class, and if the Court grants a Final Approval Order, he or she will be bound by the terms of the Settlement and any Final Approval Order and Judgment. Within three (3) business days of receipt of an objection from a Participating Class Member, the Settlement Administrator shall provide counsel for the Parties with a copy of the objection. No later than twenty (20) calendar days before the Final Approval Hearing, the Settlement Administrator shall provide counsel for the Parties with a complete list of Participating Class Members who have submitted an objection. Prior to the Final Approval Hearing, the Settlement Administrator shall submit copies of the objections that it has received, to the Court by way of declaration (appropriately redacted to remove personal identifying information).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

(d) Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

8.7. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

(a) Toll-Free Number. The Administrator will establish, maintain and monitor a toll-free telephone number to receive Class Member calls.

(b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven (7) calendar days after the Response Deadline (and Extended Response Deadline, if applicable), the Administrator shall provide (via a secured method of transmission) a list to Class Counsel and Defense Counsel containing (i) Defendant's internal employee identification number of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (ii) the names and other identifying information (excluding social security numbers) of Class Members who have submitted invalid Requests for Exclusion; and (iii) copies of all such invalid Requests for Exclusion from Settlement submitted.

(c) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all valid Requests for Exclusion and objections received from Participating Class Members.

(d) Administrator's Declaration. Not later than seven (7) calendar days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the number of Class Notices mailed, the number of Class Notices returned as undelivered, the number of re-mailed Class Notices, attempts to locate Class Members, the number of Class Notices that were ultimately undeliverable, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written Objections it received, the total of its charges for services

rendered, and the anticipated future charges contemplated in order to bring the administration of the Settlement and distribution of payments to completion. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court. Any disputes relating to the Administrator's ability and need to perform its duties shall be referred to the Court.

- (e) Final Report by Administrator. Within 10 business days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by Defendant's internal employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

- 9. **CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant estimated that there were approximately 216,150 workweeks for the period of February 8, 2017 to June 8, 2023 (but only 192,000 workweeks were considered for purposes of negotiating the settlement because approximately 24,150 of the 216,150 workweeks were released as part of prior class action settlements). The Parties agree that if the number of workweeks as of the date of the Preliminary Approval Order exceeds 237,767 (which is 10% more than 216,150), Defendant shall have the option of either (1) paying \$13 for each additional workweek over 237,767 into the Gross Settlement Amount so that the Class and PAGA Period end dates are through the date of the Preliminary Approval Order, or (2) ending the Class Period and PAGA Period on the date when the total workweeks worked by Class Members exceeds 237,767.
- 10. **DEFENDANT'S RIGHT TO WITHDRAW.** If either (i) 5% or more of the Class Members, or (ii) a number of Class Members whose Individual Class Payments in the aggregate is 5% or more of the Gross Settlement Amount either opt out of and/or object to the Settlement, or both (i) and (ii), Defendant may, at its election, rescind the Settlement and all actions taken in its furtherance of it will be thereby null and void. If Defendant exercises this right of recession, it must do so in electronic writing that is emailed to Class Counsel, addressed to: Norm@bamlwca.com, Kyle@bamlawca.com, AJ@bamlawca.com, and edwin@calljustice.com. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all expenses of the Administrator incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the

Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

- 11. MOTION FOR FINAL APPROVAL.** Following the entry of the Preliminary Approval Order, if Defendant does not exercise its right to cancel the Settlement solely as provided for herein, and unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 14 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval. The Parties agree to take all steps as may be reasonably necessary to secure final approval of the Settlement as quickly as possible, to the extent not inconsistent with the terms of this Agreement, and will not take any action adverse to each other in obtaining Court approval, and, if necessary, appellate approval, of the Agreement in all respects.

In the event the Court declines to enter the Final Approval Order, this Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Agreement shall be treated as void. In such a case, any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees and expenses already reasonably incurred by the Administrator shall be paid by Defendant.

- 11.1. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing Settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.2. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, and all Aggrieved Employees, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.
- 11.3. Court Orders to Deny, Vacate, Reverse, or Materially Modify Judgment. If the Court does not grant a Final Approval Order, conditions final approval on any

material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members and/or Aggrieved Employees), or if a reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Participating Class Members and/or Aggrieved Employees), this Agreement shall be null and void. The Parties agree to work together in good faith to see if they can address the court's concerns, sharing, on an equal basis, any additional Administrator expenses reasonably incurred. A court's decision to vacate, reverse, or modify the Class Representative Service Payment, the Administration Expenses Payments, PAGA Penalties amounts, or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this section, as long as the Gross Settlement Amount remains unchanged.

- 12. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to agree to and jointly submit a proposed amended judgment. If the Parties are unable to agree on a joint submission, each shall file a separate proposed amended judgment for the Court's consideration and final approval.

13. ADDITIONAL PROVISIONS

- 13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Actions (including in the Operative Complaint) have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant a Preliminary Approval Order, Final Approval Order or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. Nothing in this Agreement, any action taken or made in implementation thereof, statements, discussions, communications, nor any materials prepared, exchanged, issued, or used during the course of the negotiations leading up to the Agreement, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, or be submitted in any way in the Actions or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, the Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Agreement or any orders or judgments of the Court entered into in connection therewith.

- 13.2. The Parties agree that Plaintiffs' forthcoming Motion for Preliminary Approval of the Settlement, which will, among other things, seek certification of a class, is for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification will have no force or effect. The Parties agree that certification for purposes of the Settlement is in no way an admission that class certification is proper under the standard applied to contested certification motions and that this Agreement will not be submitted in this or any other proceeding as evidence that (i) a class should be certified, or (ii) Defendant is liable to Plaintiffs or the Class Members or Aggrieved Employees. Further, neither this Agreement nor the Court's actions with regard to this Agreement will be submitted in any court or other tribunal regarding the propriety of class certification or collective treatment for purposes other than the Settlement of the Actions (including the Operative Complaint), or for purposes of establishing the defenses of release, accord and satisfaction, res judicata, collateral estoppel or similar defenses in any current or subsequent action against Defendant or any Released Parties. In the event that this Agreement is not approved by the Court, is terminated, or otherwise fails to be enforceable, Defendant will not be deemed to have waived, limited, or affected in any way, any of its objections or defenses in the Actions, including, but not limited to, its defenses in opposition to class certification.
- 13.3. Confidentiality Prior to Preliminary Approval Order. The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement prior to the Effective Date. After the Effective Date, Class Counsel may respond to press inquiries only by stating the matter has been resolved and refer the press to court filings. In addition, Class Counsel agree that they will not engage in any advertising or distribute any marketing materials specifying any material terms relating to the Settlement of this case, including but not limited to any postings on any websites maintained by Class Counsel. Plaintiffs shall not solicit Class Members or discourage Class Members from participating in this Settlement. Plaintiffs are prohibited from discussing the terms or the fact of the Settlement with third parties other than (1) their respective immediate family members, (2) their respective accountants or lawyers as necessary for tax purposes; (3) the Class Members or Aggrieved Employees covered by this Agreement; or (4) individuals and/or entities ordered by the Court.
- 13.4. No Solicitation. The Parties agree to use their best efforts to carry out the terms of this Agreement. Plaintiffs and Class Counsel separately agree that they have not and will not solicit or encourage any Class Member to opt out of or object to the Settlement, or appeal from or seek review of the Court's Preliminary Approval Order, Final Approval Order, or Final Judgment. Nothing in this section shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement

between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 13.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, using best efforts to reach agreement on modifying the Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.8. Prior Assignments. Plaintiffs and Class Counsel separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
- 13.9. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY

UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

- 13.10. No Effect on Regular Rate or Overtime Compensation. Participating Class Members will receive payment under the Settlement, as determined by the Settlement Administrator in accordance with this Agreement. The Parties agree that this payment is not viewed as additional compensation for purposes of calculating a "regular rate" of pay under California or federal law for the period during which it is received, and no additional overtime compensation is required as a result of such payment; further, any claim to entitlement to any additional overtime compensation is expressly waived under the terms of this Agreement.
- 13.11. No Effect on Employee Benefits. The Individual Class Payments to be paid to Plaintiffs and Participating Class Members, the Individual PAGA Payments paid to Plaintiffs and Aggrieved Employees, and the Class Representative Service Payments to be paid to Plaintiffs will not be utilized to calculate any additional benefits under any benefit plans to which any Participating Class Member or Aggrieved Employee may be eligible including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Such payments do not represent any modification of Plaintiffs' and Participating Class Members' or Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant. Further, any Individual Class Payment, Individual PAGA Payment, or Class Representative Service Payment shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendant. Plaintiffs makes no representations about whether this payment should or should not be considered "compensation" for the purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.
- 13.12. Plaintiffs' Waiver of Rights to Be Excluded. By signing this Agreement, Plaintiffs are bound by the terms herein stated and further agree not to submit a Request for Exclusion from the Settlement. Any such Request for Exclusion shall therefore be void and of no force or effect. Plaintiffs also agree to not disparage the Settlement to Class Members or Aggrieved Employees or encourage, in any way, Class Members to submit or not to submit a Request for Exclusion. In addition, neither

Plaintiffs nor Class Counsel will initiate any contact with Class Members or Aggrieved Employees about the amount or terms of the Settlement.

- 13.13. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors and/or representatives, and approved by the Court.
- 13.14. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of each of the Parties.
- 13.15. Final Agreement. This Agreement constitutes the exclusive and final understanding and expression of all agreements between the Parties with respect to the resolution of the Actions and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof. Plaintiffs, on behalf of themselves and on behalf of the Class Members and Aggrieved Employees, and Defendant enter into this Agreement based solely upon its terms and not in reliance upon any representations or promises other than those contained in this Agreement.
- 13.16. Authority. Counsel for all Parties represent and warrant they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The person signing this Agreement on behalf of Marriott International, Inc. represents and warrants that they are authorized to sign this Agreement on its behalf.
- 13.17. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.18. No Claims. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, any Class Members or Aggrieved Employees, Class Counsel, or the Administrator based upon distributions and payments made in accordance with this Agreement.
- 13.19. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.20. Invalidity of Any Provision. If the Court indicates that it will declare any provision of this Agreement invalid, the Parties shall request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement as valid and enforceable.
- 13.21. Defense. To the extent permitted by law, this Settlement may be plead as a full and complete defense to, and may be used as, the basis for an injunction against, any

action, suit, or other proceeding that is ongoing or may be instituted, maintained, prosecuted, or attempted with respect to the Released Class Claims, Released PAGA Claims, and Shachno/Jones Released Claims against the Released Parties in breach of or contrary to the Settlement.

- 13.22. Non-Disparagement. Plaintiffs and Class Counsel agree to not engage in or participate in any disparagement of any of the Released Parties, including refraining from sharing in and making disparaging remarks, comments, opinions, and conduct on social media platforms or otherwise.
- 13.23. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs and Class Counsel shall destroy all paper and electronic versions of Class Data received from Defendant.
- 13.24. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.25. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.26. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs, the Class, and the Aggrieved Employees:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

Edwin Aiwarzian
Melissa LeBlanc
Hagit Goltzer
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020
Fax: (818) 265-1021
E-Mail: edwin@calljustice.com
m.leblanc@calljustice.com
hagit@calljustice.com

To Defendant:

Joseph W. Ozmer II
Kristapor Vartanian
Kabat Chapman & Ozmer LLP
333 S. Grand Avenue, Suite 2225
Los Angeles, California 90071
Tel.: (213) 493-3980
Fax: (404) 400-7333
E-Mail: jozmer@kcozlaw.com
kvartanian@kcozlaw.com

- 13.27. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.28. Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation of the Operative Complaint (and all Actions) shall be stayed, except to effectuate the terms of this Agreement. Upon the execution of this Agreement, the Parties further agree, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310, beginning from June 8, 2023 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.
- 13.29. Final Judgment. The Parties agree that, upon entry of the Final Approval Order, a Judgment will be made and entered, resolving the Actions and the Operative Complaint in their entirety.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Erin Jones

Dated: _____
Plaintiff Matthew Shachno

Dated: 1/4/24


Jamie E. Balanoff
Vice President and Senior Counsel
For Defendant Marriott International, Inc.

Dated: _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____
Edwin Aiwarzian
Lawyers for Justice, PC
Attorney for Plaintiffs

Dated: 1/4/2024


Joseph W. Ozmer II
Attorney for Defendant

Kristapor Vartanian for

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 01/03/2024

Electronically Signed _____ 2024-01-03 23:14:28 UTC - 216.24.210.163
Nintex AssureSign® _____ 3f59f63c-7045-41f1-9035-b0ec00219595



Plaintiff Erin Jones

Dated: _____

Plaintiff Matthew Shachno

Dated: _____

Jamie E. Balanoff
Vice President and Senior Counsel
For Defendant Marriott International, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 01/03/2024



Joanna Ghosh for

Edwin Aiwazian
Lawyers for Justice, PC
Attorney for Plaintiffs

Dated: _____

Joseph W. Ozmer II
Attorney for Defendant

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Erin Jones

Dated: Dec 28, 2023

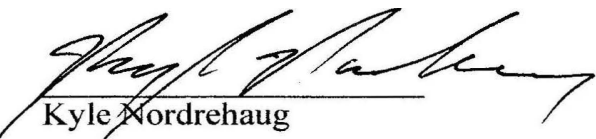


Matthew Shachno (Dec 28, 2023 01:17 EST)
Plaintiff Matthew Shachno

Dated: _____

Jamie E. Balanoff
Vice President and Senior Counsel
For Defendant Marriott International, Inc.

Dated: 12/28/23



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Edwin Aiwarzian
Lawyers for Justice, PC
Attorney for Plaintiffs

Dated: _____

Joseph W. Ozmer II
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

**Jones et al. v. Marriott International, Inc., Superior Court of the
State of California, County of Orange, Case No. 30-2021-01183306-CU-OE-CXC**

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.*

To: All individuals who are or have been employed by Defendant Marriott International, Inc. (“Defendant”) at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California as hourly, non-exempt employees during any portion of the Class Period (February 8, 2017 to [REDACTED]) (“Class Members”).

You are receiving this notice pursuant to an order from the Superior Court of the State of California, County of Orange, which has granted preliminary approval of a proposed settlement of the above-captioned action. You are receiving this notice because Defendant’s records indicate you fall within the definition of “Class Member.” Because your rights may be affected by this settlement, please read this Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) carefully.

The purpose of this Class Notice is to provide a description of the claims alleged in the action, the key terms of the settlement, and your rights and options with respect to the settlement.

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS CLASS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Class Payment is: \$<<___>>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for this Individual Class Payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself The Response Deadline is _____.	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the class action portion of the Settlement and you will not be bound by the class action portion of the Settlement. Instructions are set forth in Section 7 below.
Object The Response Deadline is _____.	If you do not agree with the settlement, you may write to the Administrator to explain why and/or appear at the Final Approval Hearing to make an oral objection. The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge Melissa McCormick in Department CX104. You cannot object to the settlement if you excluded yourself from it. Directions regarding Objections are provided in Section 8 below.

1. What is this class and PAGA action lawsuit about?

On February 8, 2021, Plaintiff Erin Jones filed a lawsuit against Defendant in the Superior Court of the State of California, County of Orange (the “Action”) on behalf of himself and Class Members. On May 23, 2022, Plaintiff Matthew Shachno filed a lawsuit against Defendant on behalf of himself and Class Members (collectively, Erin Jones and Matthew Shachno are the “Plaintiffs”). Both Plaintiffs also filed representative Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”) actions against Defendant. In the Operative Complaint (defined below), Plaintiffs alleged the following claims against Defendant: (1) unpaid overtime; (2) failure to provide meal periods and unpaid meal period premiums; (3) failure to provide rest periods and unpaid rest period premiums; (4) unpaid minimum wages; (5) failure to timely pay wages during employment and at separation (6) non-compliant wage statements and failure to maintain records; (7) unreimbursed business expenses; (8) failure to provide gratuities; (9) failure to pay sick pay wages; (10) violation of Business and Professions Code §§ 17200 *et seq.*, and (11) a representative claim under PAGA for civil penalties based upon the above alleged violations.

Defendant expressly denies any wrongdoing or legal liability arising out of the claims alleged in the Action. Defendant has asserted numerous procedural and legal defenses to the Action and contends that the facts and applicable law do not allow for any monetary or other relief to Plaintiffs or the Class.

After several years of litigating Plaintiffs’ claims, the Parties mediated the cases and agreed to settle the lawsuits. Defendant wishes to settle this Action only to avoid costly, disruptive, and time-consuming litigation. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiffs’ claims in the lawsuit have merit or that it has any liability to Plaintiffs or the group of individuals that Plaintiffs seek to represent in this lawsuit.

As part of the Parties’ Settlement, on [REDACTED], Plaintiffs filed a Second Amended Complaint in the Action consolidating the claims of the two class actions along with the separately filed PAGA actions. This Second Amended Complaint is the “Operative Complaint”.

The Court has not made any determination as to whether Plaintiffs’ claims have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Lawyers for Justice, PC to serve as Class Counsel. In granting preliminary approval of the Settlement, the Court has determined there is sufficient evidence that the proposed Settlement is fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing concerning the Settlement.

2. Why did I receive this Class Notice?

You received this Notice because the Parties’ Class Action and PAGA Settlement Agreement (“Agreement”) applies to any and all Class Members, who are defined as

All individuals who are or have been employed by Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California as hourly, non-exempt employees during any portion of the Class Period (February 8, 2017 to [REDACTED]).

Class Members have the opportunity to participate in the Settlement, or to exclude themselves (“opt out”) from

the Settlement. This notice is to advise Class Members of how they can either participate in or be excluded from the Settlement.

The Agreement also applies to Aggrieved Employees, who are defined as all individuals who are or who have been employed by Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California as hourly, non-exempt employees during any portion of the PAGA Period (March 10, 2019 to [REDACTED]). If you are an Aggrieved Employee, you cannot exclude yourself (“opt out”) from the portion of the Settlement regarding the PAGA claim.

The Court held a hearing on [REDACTED]. After the hearing, the Court granted Preliminary Approval of the Settlement. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Class Notice to provide a summary of the Settlement so that you may better understand your rights and options under the Settlement.

Pursuant to the Court’s order, you are hereby notified that Plaintiffs and Defendant have reached a proposed class action and PAGA settlement (“Settlement”) of the Action. The Honorable Melissa McCormick has been assigned as the judge overseeing the Action and Settlement. You have received this Class Notice because you have been identified as a member of the Class and may be entitled to receive money from this Settlement.

It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

Capitalized terms in this Class Notice are defined herein and/or in the Parties’ Agreement.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Million Four Hundred Seventy Thousand Dollars and Zero Cents (\$2,470,000) (the “Gross Settlement Amount”) to fund the settlement of the Action.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Participating Class Members:

- *Administration Expenses Payment.* Payment to the Administrator, estimated not to exceed \$25,000, for expenses, including notifying the Class Members of the Settlement, distributing Individual Class Payments and tax forms, and handling questions about the Settlement.
- *Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.* Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$822,510, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$85,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- *Class Representative Service Payments.* Class Representative Service Payments in an amount not to exceed \$5,000 to each of the Plaintiffs, subject to Court approval, to compensate Plaintiffs for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiffs undertook.

- **PAGA Penalties Payment.** A payment of \$50,000 relating to the claim for penalties under PAGA, 75% (\$37,500) of which will be paid to the California Labor Workforce Development Agency (“LWDA”), and 25% (\$12,500) of which will be distributed as “Individual PAGA Payments” to the Aggrieved Employees based on their respective PAGA Pay Periods worked during the PAGA Period. “PAGA Pay Period” or “PAGA Pay Periods” means any Pay Period or Pay Periods, respectively, during the PAGA Period in which an Aggrieved Employee worked any hours for Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego.
 - o The “PAGA Period” is March 10, 2019 through [REDACTED].
 - o “Aggrieved Employees” means all individuals who are or who have been employed by Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California as hourly, non-exempt employees during any portion of the PAGA Period.

Calculation of Payments to Class Members (“Individual Class Payments”).

The “Net Settlement Amount” means the total sum available for payout to Participating Class Members, which equals the Gross Settlement Amount minus the above-described Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Penalties payment, and the Administration Expenses Payment. The Net Settlement Amount is estimated to be at least \$_____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks. “Workweek” means any week or weeks, respectively, during the Class Period in which a Class Member worked any hours for Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego. The number of Workweeks will be based on Defendant’s records, however, Class Members may challenge the number of Workweeks as explained below.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering Judgment.

4. What Do I Release Under the Settlement?

For those Class Members who do not opt out and for all Aggrieved Employees, the Agreement contains the following releases (*which is summarized in short form*):

Class Members who do not opt out will be deemed to have released (on behalf of themselves and their former, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns) any and all claims that were alleged in the Action, and any additional claims that could have been alleged based on the facts, claims or circumstances underlying or alleged in the Action, through the Class Period. This release includes, but is not limited to, claims for: failure to pay wages or improper deductions from wages, including minimum wages, overtime wages, regular wages, sick pay wages, or gratuities, meal period violations, rest period violations, rest day and/or working more than six days in seven violations, failure to keep/maintain accurate or proper records violations, wage statement penalties/damages, failure to timely pay wages due during employment or at separation of employment, waiting time penalties, failure to reimburse business expenses violations, and unfair competition.

This means that, if you do not timely exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Released Parties for the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Aggrieved Employees cannot opt out of the PAGA portion of the settlement and will be deemed to have released (on behalf of themselves and their former, present and future representatives, agents, attorneys, heirs, administrators, successors, and assigns) any and all claims under PAGA that were alleged in the Action or PAGA Notices, and any additional claims under PAGA that could have been alleged based on the facts, claims or circumstances underlying or alleged in the Action or the PAGA Notices, through the PAGA Period. This release includes, but is not limited to, all PAGA claims based on failure to pay wages or improper deductions from wages, including minimum wages, overtime wages, regular wages, sick pay wages, or gratuities, meal period violations, rest period violations, rest day and/or working more than six days in seven violations, failure to keep/maintain accurate or proper records violations, wage statement penalties/damages, failure to timely pay wages due during employment or at separation of employment, waiting time penalties, and failure to reimburse business expenses violations.

The entities being released ("Released Parties") include Defendant, and each of its past, present, and future parents, subsidiaries, affiliates, hotel owners, principals, and other affiliated corporations, divisions, and partnerships, and each of their respective successors, parents, principals, and other affiliated corporations, divisions, subsidiaries, partnerships, officers, directors, shareholders, employees, predecessors, assigns, representatives, members, benefits plan administrators, fiduciaries, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys, trustees, equity sponsors, joint employers, alter-egos, joint venturers, auditors, consultants, and any past, present, or future officers, directors and employees), each in their individual and corporate capacities, and each of their predecessors, successors, heirs, and assigns, and any individual or entity which could be, or could be alleged to be, jointly liable with Defendant.

For your convenience, more detailed release language is also attached hereto as **Attachment 1**.

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks during the Class Period (February 8, 2017 to _____).

Although the exact share of the Net Settlement Amount cannot be precisely calculated at this time, based on this information, your estimated Individual Class Payment is <<____>>.

[if applicable - In addition, your Individual PAGA Payment is <<____>>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [forty-five (45) days after the mailing of the Class Notice]. Any dispute should include credible written evidence and will be resolved by the Administrator. A Dispute form is included with this Class Notice.

Tax Matters. Each Participating Class Member's Individual Class Payment will be apportioned as follows: (1) fifty percent (50%) shall be allocated to alleged wages for which an IRS Form W-2 will issue and which shall be subject to tax withholdings customarily made from an employee's wages and all other authorized and required withholdings; and (2) fifty percent (50%) shall be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties, not subject to wage withholdings, for which an IRS Form 1099 will issue.

Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

6. How can I get a payment?

To get money from the Settlement, **you do not have to do anything**. A check for your Individual Class Payment, and any Individual PAGA Payment (if applicable), will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: _____ (800) _____.

If the Court grants final approval of the Settlement and enters Judgment on the Settlement, and there are no objections or appeals, your Settlement payment will be mailed approximately two months after final approval is granted. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Class Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the class portion of the Settlement, and you will not be bound by its terms, which means you will retain your right to sue the Defendant as to the issues resolved by this Settlement.** However, Aggrieved Employees who opt out of the Class Settlement will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion.

To opt out, you must mail to the Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____ [forty (45) days after the mailing of the Class Notice]. A Request for Exclusion form is included with this Class Notice. The Request for Exclusion should state in substance: "I wish to be excluded from the Class in the *Jones v. Marriott International, Inc.* lawsuit." The Request for Exclusion must also state the Class Member's full name, address, and last four digits of his/her Social Security number for verification purposes, the case name and number, which is *Jones v. Marriott International, Inc.*, Case No. 30-2021-01183306, and your signature and the date of the signature. The request to opt-out must be completed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Absent good cause found by the Court, written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release(s) described above.

8. If I don't agree with the Settlement, how do I communicate that to the Court?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court may object to the proposed Settlement, either in writing or in person. Objections that are in writing must state: (1) the Class Member's full name, current address, last four digits of his or her Social Security number, and signature; (2) the case name and number, which is *Jones v. Marriott International, Inc.*, in the Superior Court of the State of California, County of Orange, Case No. 30-2021-01183306; (3) the reasons for the objection (e.g., factual and legal basis for objection) with supporting documents, if any, on which the objection is based; (4) whether the objector is represented by an attorney and the contact information of any

such attorney; and (5) whether the objector intends to appear at the Final Approval Hearing. An Objection form is included with this Notice.

All written objections must be mailed to the Administrator at _____ no later than the Response Deadline of _____ [forty-five (45) days after the mailing of the Class Notice].

Alternatively, or in addition to a written objection, Class Members may appear at the Final Approval Hearing either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. At this time, the Court now hears matters both in person and remotely through Zoom through the court's online check-in process. Please check the Court's website for current information and instructions concerning appearances and how to view Court proceedings: <https://www.occourts.org/media-relations/civil.html>.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment and any Individual PAGA Payment owed. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. Who are the attorneys representing the Parties?

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik
De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

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Melissa LeBlanc
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020
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m.leblanc@calljustice.com

Counsel for Defendant:

Joseph W. Ozmer II
Kristapor Vartanian
Kabat Chapman & Ozmer LLP
333 S. Grand Avenue, Suite 2225
Los Angeles, California 90071
Tel: 213-493-3980 / Fax: 404-400-7333
Email: jozmer@kcozlaw.com
kvartanian@kcozlaw.com

12. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, in Department CX104 of the Superior Court of California, County of Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701, before

Judge Melissa McCormick. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may contact the Administrator for more information. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

This Class Notice summarizes the proposed Settlement. More details are in the Agreement. You may review and/or obtain a copy of the Agreement, the Final Judgment or other Settlement documents by examining the Court's file via the Civil Case and Document Access for the California Superior Court for the County of Orange (<https://www.occourts.org/online-services/case-access/>) and entering the Case No. 30-2021-01183306. You can also view this notice and the most important case documents on the Administrator's website for this Settlement at << _____ >>.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your Settlement payment.
- Settlement checks will be null and void 180 days after the date of mailing if not deposited or cashed. In such event, the Administrator will pay all unclaimed funds to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member where the funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

BY ORDER OF THE COURT

ATTACHMENT 1

Released Class Claims. Participating Class Members, on behalf of themselves and their respective former, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, upon the Effective Date and by operation of the Final Approval Order, release each of the Released Parties from any and all of the Released Class Claims arising through and including [REDACTED]. The “Released Class Claims” are any and all claims, debts, liabilities, demands, actions, or causes of action under state or the equivalent federal or local law alleged in any of the Actions, or reasonably arising from or reasonably related to the facts, claims, or circumstances underlying or alleged in any of the Actions, or that could have been alleged in any of the Actions based on the facts, claims, or circumstances underlying or alleged in, any of the Actions. The Released Class Claims include:

(a) All claims for failure to pay wages or for improper deductions from wages, including minimum wages, overtime wages, regular wages, sick pay wages, or gratuities, under any theory of recovery including, rounding of time, off-the-clock work of any kind (including pre-and post-shift activities, working during breaks, waiting in line to clock in, drug testing, COVID-19 and/or temperature screening or other mandatory testing/screening off-the-clock, donning and/or doffing of uniforms off-the-clock, and adhering to grooming/personal appearance standards off-the-clock), failure to pay overtime, sick pay or gratuities at the proper rate or in the proper amount, reporting time/half-day work claims, and any other theories of recovery that could have been alleged for minimum wages, overtime wages, regular wages, sick pay wages, or gratuities based on the facts underlying the claims set forth in any of the Actions;

(b) Meal period and rest period claims, under any theory of recovery, including failure to provide meal and/or rest periods, failure to provide timely or uninterrupted meal or rest periods, failure to provide off-duty meal or rest periods, failure to pay meal or rest period premiums/penalties, failure to pay meal or rest period premiums/penalties at the correct rate of pay, and any other theories of recovery that could have been alleged for meal or rest period violations based on the facts underlying the claims set forth in any of the Actions;

(c) Rest day and/or working more than six days in seven claims pursuant to California Labor Code Sections 551-552;

(d) Failure to keep/maintain accurate or proper employee time records, failure to provide accurate itemized wage statements, and/or failure to keep/maintain accurate employee payroll records;

(e) Failure to timely pay wages due during employment or at separation of employment;

(f) Failure to reimburse business expenses under California Labor Code Section 2802 under any theory of recovery that was alleged, or could have been alleged in any of the Actions including, uniform purchase and/or maintenance expenses, cell phone expenses, purchase of work tool or other items, parking expenses and any other theories of recovery that could have been alleged for reimbursement of expenses based on the facts underlying the claims set forth in any of the Actions;

(g) Claims for unfair business practices pursuant to California Business and Professions Code section 17200, et seq., under any theory of recovery that was alleged or could have been alleged in any of the Actions based on the facts underlying the claims set forth in any of the Actions; and

(h) Claims for declaratory relief, interest, restitution and/or other equitable relief, liquidated damages, punitive damages, penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, waiting-time penalties, attorneys’ fees and costs, and interest that was alleged or could have been alleged in any of the Actions based on the facts underlying the claims set forth in any of the Actions.

Without limiting the foregoing, the Released Class Claims include all claims alleged in any of the Actions, or reasonably arising from or reasonably related to the facts, claims, or circumstances alleged in any of the Actions, or that reasonably could have been alleged in any of the Actions based on the facts, claims, or circumstances alleged in any of the Actions under California Labor Code Sections 98.1, 200, 201-204, 210, 212, 216, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 233, 245, 246-249, 350, 351, 353, 510, 512, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 and/or Wage Orders of the California Industrial Welfare Commission related to these claims arising under the California Labor Code, including Wage Orders Nos. 4, 5, 7, and 9; California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR §§ 11000 *et seq.*, 11010 *et seq.*, and 11060 *et seq.*; California Code of Civil Procedure § 1021.5; the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.* and 211(c) *et seq.* Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation.

Released PAGA Claims. Upon the Effective Date and by operation of the Final Approval Order, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, each of the Released Parties from the Released PAGA Claims arising through and including [REDACTED]. The “Released PAGA Claims” are any and all claims under PAGA that were alleged in any of the Actions or PAGA Notices, or reasonably arise from or reasonably relate to the facts, claims, or circumstances underlying or alleged in any of the Actions or PAGA Notices, or could have been alleged in any of the Actions based on the facts, claims or circumstances underlying or alleged in any of the Actions or the PAGA Notices. The Released PAGA Claims include:

(a) All PAGA claims for failure to pay wages or for improper deductions from wages, including minimum wages, overtime wages, regular wages, sick pay wages, or gratuities, under any theory of recovery including, rounding of time, off-the-clock work of any kind (including pre-and post-shift activities, working during breaks, waiting in line to clock in, drug testing, COVID-19 and/or temperature screening or other mandatory testing/screening off-the-clock, donning and/or doffing of uniforms off the clock, and adhering to grooming/personal appearance standards off-the-clock), failure to pay overtime, sick pay or gratuities at the proper rate or in the proper amount, reporting time/half-day work claims, and any other theories of recovery that could have been alleged for minimum wages, overtime wages, regular wages, sick pay wages, or gratuities based on the facts underlying the PAGA Notices sent or the claims set forth in any of the Actions;

(b) All PAGA claims for meal period and rest period claims, under any theory of recovery, including, failure to provide meal and/or rest periods, failure to provide timely or uninterrupted meal or rest periods, failure to provide off-duty meal or rest periods, failure to pay meal or rest period premiums/penalties, failure to pay meal or rest period premiums/penalties at the correct rate of pay, and any other theories of recovery that could have been alleged for meal or rest break violations based on the facts underlying the PAGA Notices sent or the claims set forth in any of the Actions;

(c) All PAGA claims for rest day and/or working more than six days in seven claims pursuant to California Labor Code Sections 551-552, and any other theories of recovery that could have been alleged for such violations based on the facts underlying the PAGA Notices sent or the claims set forth in any of the Actions;

(d) All PAGA claims for failure to keep/maintain accurate or proper employee time records, failure to provide accurate itemized wage statements, and/or failure to keep accurate employee payroll records;

(e) All PAGA claims for failure to timely pay wages due during employment or at separation of employment;

(f) All PAGA claims for failure to reimburse business expenses under California Labor Code Section 2802 under any theory of recovery that was alleged, or could have been alleged in any of the Actions, including, uniform purchase and/or maintenance expenses, cell phone expenses, purchase of work tools or other items, parking expenses and any other theories of recovery that could have been alleged for reimbursement of expenses based on the facts underlying the PAGA Notices sent or the claims set forth in any of the Actions; and

(g) All PAGA claims for penalties under the PAGA, attorneys' fees and costs, and interest based on the facts underlying the PAGA Notices sent or the claims set forth in any of the Actions.

Without limiting the foregoing, the Released PAGA Claims include all claims arising under the California Labor Code identified at Section 1.37 of the Agreement (for the Released Class Claims).

All Aggrieved Employees (and their successor, assigns, and/or agents), including those who are not Participating Class Members, will: (i) be barred by the doctrine of res judicata from asserting, in any forum, any of the Released PAGA Claims; and (ii) be deemed to have fully and finally released and discharged all of the Released PAGA Claims up through [REDACTED]. Except as expressly set forth in the Agreement, the Released PAGA Claims do not include claims for wrongful termination, discrimination, unemployment insurance, disability, and worker's compensation. Aggrieved Employees who are not Participating Class Members do not release any claims not expressly included in the definition of Released PAGA Claims.

PAGA Members cannot opt out of this release of claims.

"Released Parties" collectively mean: Defendant, and each of its past, present, and future parents, subsidiaries, affiliates, hotel owners, principals, and other affiliated corporations, divisions, and partnerships, and each of their respective successors, parents, principals, and other affiliated corporations, divisions, subsidiaries, partnerships, officers, directors, shareholders, employees, predecessors, assigns, representatives, members, benefits plan administrators, fiduciaries, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys, trustees, equity sponsors, joint employers, alter-egos, joint venturers, auditors, consultants, and any past, present, or future officers, directors and employees), each in their individual and corporate capacities, and each of their predecessors, successors, heirs, and assigns, and any individual or entity which could be, or could be alleged to be, jointly liable with Defendant.

DISPUTE OF WEEKS/PAY PERIODS WORKED FORM

***Jones et al. v. Marriott International, Inc., Superior Court of the
State of California, County of Orange, Case No. 30-2021-01183306-CU-OE-CXC***

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX – XX - _ _ _ _

If you are or have been employed by Marriott International, Inc. (“Defendant”) at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California as an hourly, non-exempt employee during any portion of the Class Period (February 8, 2017 to _____), then you are a Class Member.

The amount of your estimated Individual Class Payment is based upon the Workweeks you worked during the Class Period based on Defendant’s records, as set forth below and in the Class Notice you received. A “Workweek” means any week or weeks, respectively, during the Class Period in which a Class Member worked any hours for Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego.

I. YOUR COMPENSABLE WORKWEEKS

Defendant’s records show that during the Class Period (February 8, 2017 to _____), you worked as a non-exempt employee at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California, which qualifies you as a Class Member, and that your total number of Workweeks during the Class Period are:

<<NUMBER OF WEEKS>>.

II. YOUR ESTIMATED INDIVIDUAL CLASS PAYMENT

Based upon the numbers of Workweeks listed above, your estimated pre-tax Individual Class Payment is

<<INSERT>>.

III. YOUR COMPENSABLE PAGA PAY PERIODS

Defendant’s records show that during the PAGA Period (March 10, 2019 to _____), you worked as a non-exempt employee at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California, which qualifies you as an Aggrieved Employee. The amount of your estimated Individual PAGA Payment is based upon the PAGA Pay Periods you worked during the PAGA Period based on Defendant’s records, as set forth below and in the Class Notice you received. “PAGA Pay Period” or “PAGA Pay Periods” means any Pay Period or Pay Periods, respectively, during the PAGA Period in which an Aggrieved Employee worked any hours for Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego. Your total number of PAGA Pay Periods worked during the PAGA Period are:

<<NUMBER OF PAGA PAY PERIODS>>.

IV. YOUR ESTIMATED INDIVIDUAL PAGA PAYMENT

Based upon the numbers of PAGA Pay Periods listed above, your estimated Individual PAGA Payment is

<<INSERT>>.

V. CHALLENGE TO NUMBER OF WORKWEEKS / PAGA PAY PERIODS WORKED

If you believe that the number of Workweeks and/or PAGA Pay Periods stated above is correct, you do not have to do anything.

If you wish to dispute the number of Workweeks and/or PAGA Pay Periods worked listed above, you must complete and postmark this Dispute Form, and provide all supporting information and/or documentation, to the Administrator by <<RESPONSE DEADLINE>>.

Check the box below ONLY if you wish to dispute the information listed above:

☐ I wish to dispute the number of Workweeks and/or PAGA Pay Periods listed above. I believe the correct amount of my Workweeks during the Class Period is _____. I believe the correct amount of my PAGA Pay Periods during the PAGA Period is _____. I have included information and/or documentary evidence that support my dispute. I understand that, by submitting this dispute, I hereby authorize the Administrator to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Administrator. I also understand that Defendant's records will be determinative absent credible evidence to rebut the accuracy of those records.

I declare under penalty of perjury under the laws of the State of California that the information I provided in this Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____
_____ MAIL TO: Jones et al. v. Marriott International, Inc. Administrator c/o ILYM Group address _____

REQUEST FOR EXCLUSION FORM

Jones et al. v. Marriott International, Inc., Superior Court of the State of California, County of Orange, Case No. 30-2021-01183306-CU-OE-CXC

I confirm that I have received the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, which describes my rights and the options I may take in response to the parties' proposed Settlement in the above-referenced lawsuit.

By signing and returning this Request for Exclusion Form, I confirm that I wish to be removed from the proposed Class, that I do not want to participate as a Class Member, and that I do not want to be included in the proposed Class Settlement.

I understand and acknowledge that, by signing and submitting this form: (1) I will not receive any money from the proposed Settlement except my portion, if any, of the monies allocated in settlement of the California Labor Code Private Attorneys General Act of 2004 claim alleged by Plaintiffs in the above-referenced Action; (2) I will not be bound by the class portion of the proposed Settlement; and (3) I will not have any right to object to the proposed Settlement.

THIS EXCLUSION FORM MUST BE SIGNED, DATED, AND MAILED BY FIRST CLASS U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DATE] TO: JONES V. MARRIOTT INTERNATIONAL, INC. ADMINISTRATOR, C/O ILYM GROUP, [INSERT ADDRESS]

Name: _____

Address: _____

Telephone Number: _____

Last 4 Digits of SSN: _____

Approximate Dates of Employment with the
Defendant Marriott International, Inc.: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Sign your name here)

Date

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ERIN JONES and MATTHEW SHACHNO,
individuals, and on behalf of other members of
the general public similarly situated,

Plaintiffs,

v.

MARRIOTT INTERNATIONAL, INC., as
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: **30-2021-01183306-CU-OE-CXC**

OBJECTION FORM

Hearing Date:

Hearing Time:

Judge: Hon. Melissa McCormick

Dept.: CX104

OBJECTION FORM

USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT. TO OBJECT TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, INCLUDING: (1) YOUR FULL NAME, CURRENT ADDRESS, LAST FOUR DIGITS OF YOUR SOCIAL SECURITY NUMBER, AND YOUR SIGNATURE; (2) THE REASONS FOR THE OBJECTION (E.G., FACTUAL AND LEGAL BASIS FOR OBJECTION) WITH SUPPORTING DOCUMENTS, IF ANY, ON WHICH THE OBJECTION IS BASED; (3) WHETHER YOU ARE REPRESENTED BY AN ATTORNEY AND THE CONTACT INFORMATION OF ANY SUCH ATTORNEY; AND (4) WHETHER YOU INTEND TO APPEAR AT THE FINAL APPROVAL HEARING. YOU MUST MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR (ILYM GROUP) AT THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE _____.

[] I OBJECT to the *Jones et al. v. Marriott International, Inc.* Settlement for the following reasons:

[Form continues on reverse side]

(Your Signature)

(Date)

(Print Your Name)

(Your Address)

(Print Last Four Digits of Social Security Number)

(City/State/Zip Code)

Submit your fully completed and signed Objection Form as follows:

MAIL TO THE ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NOT LATER THAN
_____:

Jones et al. v. Marriott International, Inc. Administrator
c/o ILYM Group
[address]

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

Edwin Aiwazian (SBN 232943)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Norman B. Blumenthal (SBN 068687)
Kyle R. Nordrehaug (SBN 205975)
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BLUMENTHAL NORDREHAUG BHOWIK DE BLOUW LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: (858) 551-1223/Fax: (858) 551-1232

Attorney for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

ERIN JONES and MATTHEW SHACHNO,
individuals, and on behalf of other members of
the general public similarly situated,

Plaintiffs,

vs.

MARRIOTT INTERNATIONAL, INC., as
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: **30-2021-01183306-CU-OE-CXC**

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Hearing Date:

Hearing Time:

Judge: Hon. Melissa McCormick
Dept.: CX104

Action Filed: February 8, 2021

Trial Date: Not Set

I.

RECITALS

This matter, having come before the Honorable Melissa McCormick of the Superior Court of the State of California, in and for the County Orange, on _____, for the motion by Plaintiffs Erin Jones and Matthew Shachno ("Plaintiffs") for preliminary approval of the Class and PAGA Settlement Agreement with Defendant Marriott International, Inc. ("Defendant"). The Court, having considered the briefs, argument of counsel and all matters presented to the Court

PRELIMINARY APPROVAL ORDER

1 and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class
2 Action and PAGA Settlement.

3 **II.**

4 **FINDINGS**

5 1. The Court grants preliminary approval of the Settlement based upon the terms set
6 forth in the Class and PAGA Settlement Agreement ("Agreement") attached as Exhibit #1 to the
7 Declaration of Kyle Nordrehaug in Support of Plaintiffs' Motion for Preliminary Approval of
8 Class Action and PAGA Settlement [ROA #____]. This is based on the Court's determination
9 that the Settlement set forth in the Agreement is within the range of possible final approval,
10 pursuant to the provisions of Section 382 of the California Code of Civil Procedure, the Private
11 Attorneys General Act ("PAGA"), and California Rules of Court, rule 3.769. This Order
12 incorporates by reference the definitions in the Agreement, and all terms defined therein shall have
13 the same meaning in this Order as set forth in the Agreement. Capitalized terms herein shall have
14 the definitions set forth in the Agreement.

15 2. Defendant has agreed to pay an "all in" amount of Two Million Four Hundred
16 Seventy Thousand Dollars and Zero Cents (\$2,470,000) (the "Gross Settlement Amount") to fund
17 the settlement of the Action. It appears to the Court on a preliminary basis that the Settlement is
18 fair, adequate, and reasonable to the Class and Aggrieved Employees. It further appears that
19 investigation and research have been conducted such that counsel for the Parties are able to
20 reasonably evaluate their respective positions. It further appears to the Court that settlement at this
21 time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
22 would be presented by the further prosecution of the Action. It further appears that the Settlement
23 has been reached as the result of serious and non-collusive, arms-length negotiations after
24 mediation with a respectable mediator, Jeffrey Krivis. The Court therefore preliminarily finds that
25 the Settlement is fair, adequate, and reasonable when balanced against the probable outcome of
26 further litigation and the significant risks relating to certification, liability, and damages issues.
27 The Settlement falls within the range of reasonableness and appears to be presumptively valid,
28

1 subject only to any objections that may be raised at the Final Approval Hearing and final approval
2 by this Court.

3 **III.**
4 **ORDERS**

5 3. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
6 Court provisionally appoints the law firms of Blumenthal Nordrehaug Bhowmik De Blouw LLP
7 and Lawyers for Justice, PC to serve as Class Counsel for the Class.

8 4. A Final Approval Hearing on the question of whether the Settlement should be
9 finally approved as fair, reasonable and adequate as to all (i) Class Members who do not submit a
10 valid and timely request to exclude themselves from the Settlement; and (ii) Aggrieved Employees
11 (who have no statutory or other right to opt out or otherwise exclude themselves from the PAGA
12 portion of the Settlement) is scheduled for _____ at _____ in
13 Department CX104 of the Orange County Superior Court. Other matters for determination at the
14 Final Approval Hearing shall include whether the Final Approval Order and Judgment should be
15 entered herein; and whether the plan of allocation contained in the Agreement should be approved
16 as fair, adequate, and reasonable to the Class and Aggrieved Employees. The motion for final
17 approval and for approval of attorneys' fees, costs and service awards shall be heard at the Final
18 Approval Hearing and the papers are to be filed with the Court and served on all counsel no later
19 than sixteen (16) court days before the hearing.

20 5. Plaintiffs shall serve this Order on the LWDA.

21 6. The Court preliminarily approves the PAGA Penalties in the amount of Fifty
22 Thousand Dollars and Zero Cents (\$50,000), which shall be paid from the Gross Settlement
23 Amount, not in addition to the Gross Settlement Amount, to resolve the alleged PAGA claims.
24 Seventy-five percent (75%) of the PAGA Penalties will be paid to the LWDA and twenty-five
25 percent (25%) will be paid to the Aggrieved Employees on a pro rata basis as described in the
26 Agreement.

1 7. For settlement purposes only, the Court conditionally certifies the following Class:
2 “all individuals who are or have been employed by Defendant Marriott International, Inc. at either
3 the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California as hourly, non-
4 exempt employees during any portion of the Class Period (February 8, 2017 to
5 _____).

6 8. The Court hereby appoints ILYM Group as Administrator. No later than 45
7 calendar days after preliminary approval of the Settlement by the Court, Defendant shall provide
8 to the Administrator a Microsoft Excel spreadsheet with the Class Data. The Administrator will
9 perform any address updates and verifications as necessary pursuant to the terms of the
10 Agreement. Using best efforts to mail it as soon as possible, and in no event later than 14 days
11 after receiving the Class information spreadsheet, the Administrator will mail the Class Notice to
12 all Class Members via first-class U.S. Mail. The Administrator shall establish a website for the
13 Settlement that has links to the Class Notice and the most important case documents.

14 9. The Court hereby approves, as to form and content, the Court Approved Notice of
15 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached
16 hereto as Exhibit #1. The Court finds that the Class Notice appears to fully and accurately inform
17 the Class of all material elements of the proposed Settlement, of the Class Members’ right to be
18 excluded from the Class by submitting a written opt-out request, and of each member’s right and
19 opportunity to object to the Class Settlement. The Court further finds that the distribution of the
20 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
21 the requirements of due process, is the best notice practicable under the circumstances, and shall
22 constitute due and sufficient notice to all persons entitled thereto. The font of the Class Notice
23 shall not be smaller than what was provided to the Court. The Court orders the mailing of the
24 Class Notices by first class mail, pursuant to the terms and implementation schedule set forth in
25 the Agreement.

26 10. The Court approves, as to the form and content, the Objection Form, the Dispute
27 Form, and the Request for Exclusion Form that the Class Members may use to dispute their
28

1 employment dates or opt out of the Class Settlement, respectively, attached hereto as Exhibits #2,
2 3 and 4, respectively.

3 11. The Court hereby approves the proposed procedure for exclusion from the
4 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
5 Class portion of the Settlement as provided in the Class Notice by following the instructions for
6 requesting exclusion from the Class that are set forth in the Class Notice. All requests for
7 exclusion must be postmarked by no later than forty-five (45) calendar days after the date of the
8 initial mailing of the Class Notice and received by the Administrator. If a Class Notice is re-
9 mailed, the Extended Response Deadline for opt-outs from the Class will be sixty (60) calendar
10 days after the date of the initial mailing of the first Class Notice. Any person who chooses to opt
11 out of and be excluded from the Class will not be entitled to any recovery under the Class
12 Settlement and will not be bound by the Class Settlement or have any right to object, appeal or
13 comment thereon (no Aggrieved Employee may opt out of the PAGA portion of the settlement
14 and any Aggrieved Employee who requests exclusion from the Class will still recover their
15 portion of the PAGA Penalties and will be bound by the release of the Released PAGA Claims).
16 Class Members who have not timely requested exclusion shall be bound by all determinations of
17 the Court, the Agreement and the Judgment. A request for exclusion may only opt out that
18 particular individual, and any attempt to effect an opt out of a group, class, or subclass of
19 individuals is not permitted and will be deemed invalid.

20 12. Any Class Member who has not opted out may object or express the Class
21 Member's views regarding the Class Settlement, may appear at the final approval hearing, and
22 may present evidence and file briefs or other papers that may be proper and relevant to the issues
23 to be heard and determined by the Court as provided in the Notice. Class Members will have
24 forty-five (45) days from the date of the mailing of the Class Notices to submit their written
25 objections to the Administrator for both parties in accordance with the instructions in the Class
26 Notice. If a Class Notice is re-mailed, the response date for written objections will be the
27 Extended Response Deadline which is sixty (60) days after the initial mailing of the first Class
28

1 Notice. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
2 objection. Absent good cause found by the Court, objections will be waived or not considered if
3 they are not timely or otherwise compliant.

4 13. Neither the Settlement nor any exhibit, document, or instrument delivered
5 thereunder shall be construed as a concession or admission by Defendant in any way that the
6 claims asserted have any merit or that this Action was properly brought as a class or representative
7 action, and shall not be used as evidence of, or used against Defendant as, an admission or
8 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
9 omission by Defendant or with respect to the truth of any allegation asserted by any person.
10 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
11 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
12 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
13 deemed to be evidence for any purpose adverse to Defendant, including, but not limited to,
14 evidence of a presumption, concession, indication or admission by Defendant of any liability,
15 fault, wrongdoing, omission, concession or damage. Defendant denies the allegations in their
16 entirety and contends that Plaintiffs and all other Class and Aggrieved Employees were provided
17 compensation and treated in all respects in accordance with California, federal, local, and any
18 other applicable law.

19 14. The Court reserves the right to adjourn or continue the date of the final approval
20 hearing and all dates provided for in the Agreement without further notice to Class Members and
21 retains jurisdiction to consider all further applications arising out of or connected with the
22 proposed Settlement.

23 15. The Action is stayed, and all future hearing dates are vacated, subject to further
24 orders of the Court at the Final Approval Hearing.

25 **IT IS SO ORDERED.**

26 Dated: _____

27 _____
28 HON. MELISSA MCCORMICK
JUDGE, SUPERIOR COURT OF CALIFORNIA

PRELIMINARY APPROVAL ORDER

Exhibit 1

**Jones et al. v. Marriott International, Inc., Superior Court of the
State of California, County of Orange, Case No. 30-2021-01183306-CU-OE-CXC**

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.*

To: All individuals who are or have been employed by Defendant Marriott International, Inc. (“Defendant”) at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California as hourly, non-exempt employees during any portion of the Class Period (February 8, 2017 to [REDACTED]) (“Class Members”).

You are receiving this notice pursuant to an order from the Superior Court of the State of California, County of Orange, which has granted preliminary approval of a proposed settlement of the above-captioned action. You are receiving this notice because Defendant’s records indicate you fall within the definition of “Class Member.” Because your rights may be affected by this settlement, please read this Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) carefully.

The purpose of this Class Notice is to provide a description of the claims alleged in the action, the key terms of the settlement, and your rights and options with respect to the settlement.

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS CLASS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Class Payment is: \$<<__>>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for this Individual Class Payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself The Response Deadline is _____.	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the class action portion of the Settlement and you will not be bound by the class action portion of the Settlement. Instructions are set forth in Section 7 below.
Object The Response Deadline is _____.	If you do not agree with the settlement, you may write to the Administrator to explain why and/or appear at the Final Approval Hearing to make an oral objection. The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge Melissa McCormick in Department CX104. You cannot object to the settlement if you excluded yourself from it. Directions regarding Objections are provided in Section 8 below.

1. What is this class and PAGA action lawsuit about?

On February 8, 2021, Plaintiff Erin Jones filed a lawsuit against Defendant in the Superior Court of the State of California, County of Orange (the “Action”) on behalf of himself and Class Members. On May 23, 2022, Plaintiff Matthew Shachno filed a lawsuit against Defendant on behalf of himself and Class Members (collectively, Erin Jones and Matthew Shachno are the “Plaintiffs”). Both Plaintiffs also filed representative Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”) actions against Defendant. In the Operative Complaint (defined below), Plaintiffs alleged the following claims against Defendant: (1) unpaid overtime; (2) failure to provide meal periods and unpaid meal period premiums; (3) failure to provide rest periods and unpaid rest period premiums; (4) unpaid minimum wages; (5) failure to timely pay wages during employment and at separation (6) non-compliant wage statements and failure to maintain records; (7) unreimbursed business expenses; (8) failure to provide gratuities; (9) failure to pay sick pay wages; (10) violation of Business and Professions Code §§ 17200 *et seq.*, and (11) a representative claim under PAGA for civil penalties based upon the above alleged violations.

Defendant expressly denies any wrongdoing or legal liability arising out of the claims alleged in the Action. Defendant has asserted numerous procedural and legal defenses to the Action and contends that the facts and applicable law do not allow for any monetary or other relief to Plaintiffs or the Class.

After several years of litigating Plaintiffs’ claims, the Parties mediated the cases and agreed to settle the lawsuits. Defendant wishes to settle this Action only to avoid costly, disruptive, and time-consuming litigation. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiffs’ claims in the lawsuit have merit or that it has any liability to Plaintiffs or the group of individuals that Plaintiffs seek to represent in this lawsuit.

As part of the Parties’ Settlement, on [REDACTED], Plaintiffs filed a Second Amended Complaint in the Action consolidating the claims of the two class actions along with the separately filed PAGA actions. This Second Amended Complaint is the “Operative Complaint”.

The Court has not made any determination as to whether Plaintiffs’ claims have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Lawyers for Justice, PC to serve as Class Counsel. In granting preliminary approval of the Settlement, the Court has determined there is sufficient evidence that the proposed Settlement is fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing concerning the Settlement.

2. Why did I receive this Class Notice?

You received this Notice because the Parties’ Class Action and PAGA Settlement Agreement (“Agreement”) applies to any and all Class Members, who are defined as

All individuals who are or have been employed by Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California as hourly, non-exempt employees during any portion of the Class Period (February 8, 2017 to [REDACTED]).

Class Members have the opportunity to participate in the Settlement, or to exclude themselves (“opt out”) from

the Settlement. This notice is to advise Class Members of how they can either participate in or be excluded from the Settlement.

The Agreement also applies to Aggrieved Employees, who are defined as all individuals who are or who have been employed by Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California as hourly, non-exempt employees during any portion of the PAGA Period (March 10, 2019 to [REDACTED]). If you are an Aggrieved Employee, you cannot exclude yourself (“opt out”) from the portion of the Settlement regarding the PAGA claim.

The Court held a hearing on [REDACTED]. After the hearing, the Court granted Preliminary Approval of the Settlement. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Class Notice to provide a summary of the Settlement so that you may better understand your rights and options under the Settlement.

Pursuant to the Court’s order, you are hereby notified that Plaintiffs and Defendant have reached a proposed class action and PAGA settlement (“Settlement”) of the Action. The Honorable Melissa McCormick has been assigned as the judge overseeing the Action and Settlement. You have received this Class Notice because you have been identified as a member of the Class and may be entitled to receive money from this Settlement.

It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

Capitalized terms in this Class Notice are defined herein and/or in the Parties’ Agreement.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Million Four Hundred Seventy Thousand Dollars and Zero Cents (\$2,470,000) (the “Gross Settlement Amount”) to fund the settlement of the Action.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Participating Class Members:

- *Administration Expenses Payment.* Payment to the Administrator, estimated not to exceed \$25,000, for expenses, including notifying the Class Members of the Settlement, distributing Individual Class Payments and tax forms, and handling questions about the Settlement.
- *Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.* Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$822,510, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$85,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- *Class Representative Service Payments.* Class Representative Service Payments in an amount not to exceed \$5,000 to each of the Plaintiffs, subject to Court approval, to compensate Plaintiffs for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiffs undertook.

- **PAGA Penalties Payment.** A payment of \$50,000 relating to the claim for penalties under PAGA, 75% (\$37,500) of which will be paid to the California Labor Workforce Development Agency (“LWDA”), and 25% (\$12,500) of which will be distributed as “Individual PAGA Payments” to the Aggrieved Employees based on their respective PAGA Pay Periods worked during the PAGA Period. “PAGA Pay Period” or “PAGA Pay Periods” means any Pay Period or Pay Periods, respectively, during the PAGA Period in which an Aggrieved Employee worked any hours for Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego.
 - o The “PAGA Period” is March 10, 2019 through [REDACTED].
 - o “Aggrieved Employees” means all individuals who are or who have been employed by Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California as hourly, non-exempt employees during any portion of the PAGA Period.

Calculation of Payments to Class Members (“Individual Class Payments”).

The “Net Settlement Amount” means the total sum available for payout to Participating Class Members, which equals the Gross Settlement Amount minus the above-described Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Penalties payment, and the Administration Expenses Payment. The Net Settlement Amount is estimated to be at least \$_____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks. “Workweek” means any week or weeks, respectively, during the Class Period in which a Class Member worked any hours for Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego. The number of Workweeks will be based on Defendant’s records, however, Class Members may challenge the number of Workweeks as explained below.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering Judgment.

4. What Do I Release Under the Settlement?

For those Class Members who do not opt out and for all Aggrieved Employees, the Agreement contains the following releases (*which is summarized in short form*):

Class Members who do not opt out will be deemed to have released (on behalf of themselves and their former, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns) any and all claims that were alleged in the Action, and any additional claims that could have been alleged based on the facts, claims or circumstances underlying or alleged in the Action, through the Class Period. This release includes, but is not limited to, claims for: failure to pay wages or improper deductions from wages, including minimum wages, overtime wages, regular wages, sick pay wages, or gratuities, meal period violations, rest period violations, rest day and/or working more than six days in seven violations, failure to keep/maintain accurate or proper records violations, wage statement penalties/damages, failure to timely pay wages due during employment or at separation of employment, waiting time penalties, failure to reimburse business expenses violations, and unfair competition.

This means that, if you do not timely exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Released Parties for the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Aggrieved Employees cannot opt out of the PAGA portion of the settlement and will be deemed to have released (on behalf of themselves and their former, present and future representatives, agents, attorneys, heirs, administrators, successors, and assigns) any and all claims under PAGA that were alleged in the Action or PAGA Notices, and any additional claims under PAGA that could have been alleged based on the facts, claims or circumstances underlying or alleged in the Action or the PAGA Notices, through the PAGA Period. This release includes, but is not limited to, all PAGA claims based on failure to pay wages or improper deductions from wages, including minimum wages, overtime wages, regular wages, sick pay wages, or gratuities, meal period violations, rest period violations, rest day and/or working more than six days in seven violations, failure to keep/maintain accurate or proper records violations, wage statement penalties/damages, failure to timely pay wages due during employment or at separation of employment, waiting time penalties, and failure to reimburse business expenses violations.

The entities being released ("Released Parties") include Defendant, and each of its past, present, and future parents, subsidiaries, affiliates, hotel owners, principals, and other affiliated corporations, divisions, and partnerships, and each of their respective successors, parents, principals, and other affiliated corporations, divisions, subsidiaries, partnerships, officers, directors, shareholders, employees, predecessors, assigns, representatives, members, benefits plan administrators, fiduciaries, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys, trustees, equity sponsors, joint employers, alter-egos, joint venturers, auditors, consultants, and any past, present, or future officers, directors and employees), each in their individual and corporate capacities, and each of their predecessors, successors, heirs, and assigns, and any individual or entity which could be, or could be alleged to be, jointly liable with Defendant.

For your convenience, more detailed release language is also attached hereto as **Attachment 1**.

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks during the Class Period (February 8, 2017 to _____).

Although the exact share of the Net Settlement Amount cannot be precisely calculated at this time, based on this information, your estimated Individual Class Payment is <<____>>.

[if applicable - In addition, your Individual PAGA Payment is <<____>>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [forty-five (45) days after the mailing of the Class Notice]. Any dispute should include credible written evidence and will be resolved by the Administrator. A Dispute form is included with this Class Notice.

Tax Matters. Each Participating Class Member's Individual Class Payment will be apportioned as follows: (1) fifty percent (50%) shall be allocated to alleged wages for which an IRS Form W-2 will issue and which shall be subject to tax withholdings customarily made from an employee's wages and all other authorized and required withholdings; and (2) fifty percent (50%) shall be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties, not subject to wage withholdings, for which an IRS Form 1099 will issue.

Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

6. How can I get a payment?

To get money from the Settlement, **you do not have to do anything**. A check for your Individual Class Payment, and any Individual PAGA Payment (if applicable), will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: _____ (800) _____.

If the Court grants final approval of the Settlement and enters Judgment on the Settlement, and there are no objections or appeals, your Settlement payment will be mailed approximately two months after final approval is granted. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Class Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the class portion of the Settlement, and you will not be bound by its terms, which means you will retain your right to sue the Defendant as to the issues resolved by this Settlement.** However, Aggrieved Employees who opt out of the Class Settlement will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion.

To opt out, you must mail to the Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____ [forty (45) days after the mailing of the Class Notice]. A Request for Exclusion form is included with this Class Notice. The Request for Exclusion should state in substance: "I wish to be excluded from the Class in the *Jones v. Marriott International, Inc.* lawsuit." The Request for Exclusion must also state the Class Member's full name, address, and last four digits of his/her Social Security number for verification purposes, the case name and number, which is *Jones v. Marriott International, Inc.*, Case No. 30-2021-01183306, and your signature and the date of the signature. The request to opt-out must be completed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Absent good cause found by the Court, written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release(s) described above.

8. If I don't agree with the Settlement, how do I communicate that to the Court?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court may object to the proposed Settlement, either in writing or in person. Objections that are in writing must state: (1) the Class Member's full name, current address, last four digits of his or her Social Security number, and signature; (2) the case name and number, which is *Jones v. Marriott International, Inc.*, in the Superior Court of the State of California, County of Orange, Case No. 30-2021-01183306; (3) the reasons for the objection (e.g., factual and legal basis for objection) with supporting documents, if any, on which the objection is based; (4) whether the objector is represented by an attorney and the contact information of any

such attorney; and (5) whether the objector intends to appear at the Final Approval Hearing. An Objection form is included with this Notice.

All written objections must be mailed to the Administrator at _____ no later than the Response Deadline of _____ [forty-five (45) days after the mailing of the Class Notice].

Alternatively, or in addition to a written objection, Class Members may appear at the Final Approval Hearing either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. At this time, the Court now hears matters both in person and remotely through Zoom through the court's online check-in process. Please check the Court's website for current information and instructions concerning appearances and how to view Court proceedings: <https://www.occourts.org/media-relations/civil.html>.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment and any Individual PAGA Payment owed. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. Who are the attorneys representing the Parties?

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik
De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Edwin Aiwanian
Melissa LeBlanc
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020
Fax: (818) 265-1021
E-Mail: edwin@calljustice.com
m.leblanc@calljustice.com

Counsel for Defendant:

Joseph W. Ozmer II
Kristapor Vartanian
Kabat Chapman & Ozmer LLP
333 S. Grand Avenue, Suite 2225
Los Angeles, California 90071
Tel: 213-493-3980 / Fax: 404-400-7333
Email: jozmer@kcozlaw.com
kvartanian@kcozlaw.com

12. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, in Department CX104 of the Superior Court of California, County of Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701, before

Judge Melissa McCormick. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may contact the Administrator for more information. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

This Class Notice summarizes the proposed Settlement. More details are in the Agreement. You may review and/or obtain a copy of the Agreement, the Final Judgment or other Settlement documents by examining the Court's file via the Civil Case and Document Access for the California Superior Court for the County of Orange (<https://www.occourts.org/online-services/case-access/>) and entering the Case No. 30-2021-01183306. You can also view this notice and the most important case documents on the Administrator's website for this Settlement at << _____ >>.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your Settlement payment.
- Settlement checks will be null and void 180 days after the date of mailing if not deposited or cashed. In such event, the Administrator will pay all unclaimed funds to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member where the funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

BY ORDER OF THE COURT

ATTACHMENT 1

Released Class Claims. Participating Class Members, on behalf of themselves and their respective former, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, upon the Effective Date and by operation of the Final Approval Order, release each of the Released Parties from any and all of the Released Class Claims arising through and including [REDACTED]. The “Released Class Claims” are any and all claims, debts, liabilities, demands, actions, or causes of action under state or the equivalent federal or local law alleged in any of the Actions, or reasonably arising from or reasonably related to the facts, claims, or circumstances underlying or alleged in any of the Actions, or that could have been alleged in any of the Actions based on the facts, claims, or circumstances underlying or alleged in, any of the Actions. The Released Class Claims include:

(a) All claims for failure to pay wages or for improper deductions from wages, including minimum wages, overtime wages, regular wages, sick pay wages, or gratuities, under any theory of recovery including, rounding of time, off-the-clock work of any kind (including pre-and post-shift activities, working during breaks, waiting in line to clock in, drug testing, COVID-19 and/or temperature screening or other mandatory testing/screening off-the-clock, donning and/or doffing of uniforms off-the-clock, and adhering to grooming/personal appearance standards off-the-clock), failure to pay overtime, sick pay or gratuities at the proper rate or in the proper amount, reporting time/half-day work claims, and any other theories of recovery that could have been alleged for minimum wages, overtime wages, regular wages, sick pay wages, or gratuities based on the facts underlying the claims set forth in any of the Actions;

(b) Meal period and rest period claims, under any theory of recovery, including failure to provide meal and/or rest periods, failure to provide timely or uninterrupted meal or rest periods, failure to provide off-duty meal or rest periods, failure to pay meal or rest period premiums/penalties, failure to pay meal or rest period premiums/penalties at the correct rate of pay, and any other theories of recovery that could have been alleged for meal or rest period violations based on the facts underlying the claims set forth in any of the Actions;

(c) Rest day and/or working more than six days in seven claims pursuant to California Labor Code Sections 551-552;

(d) Failure to keep/maintain accurate or proper employee time records, failure to provide accurate itemized wage statements, and/or failure to keep/maintain accurate employee payroll records;

(e) Failure to timely pay wages due during employment or at separation of employment;

(f) Failure to reimburse business expenses under California Labor Code Section 2802 under any theory of recovery that was alleged, or could have been alleged in any of the Actions including, uniform purchase and/or maintenance expenses, cell phone expenses, purchase of work tool or other items, parking expenses and any other theories of recovery that could have been alleged for reimbursement of expenses based on the facts underlying the claims set forth in any of the Actions;

(g) Claims for unfair business practices pursuant to California Business and Professions Code section 17200, et seq., under any theory of recovery that was alleged or could have been alleged in any of the Actions based on the facts underlying the claims set forth in any of the Actions; and

(h) Claims for declaratory relief, interest, restitution and/or other equitable relief, liquidated damages, punitive damages, penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, waiting-time penalties, attorneys’ fees and costs, and interest that was alleged or could have been alleged in any of the Actions based on the facts underlying the claims set forth in any of the Actions.

Without limiting the foregoing, the Released Class Claims include all claims alleged in any of the Actions, or reasonably arising from or reasonably related to the facts, claims, or circumstances alleged in any of the Actions, or that reasonably could have been alleged in any of the Actions based on the facts, claims, or circumstances alleged in any of the Actions under California Labor Code Sections 98.1, 200, 201-204, 210, 212, 216, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 233, 245, 246-249, 350, 351, 353, 510, 512, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 and/or Wage Orders of the California Industrial Welfare Commission related to these claims arising under the California Labor Code, including Wage Orders Nos. 4, 5, 7, and 9; California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR §§ 11000 *et seq.*, 11010 *et seq.*, and 11060 *et seq.*; California Code of Civil Procedure § 1021.5; the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.* and 211(c) *et seq.* Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation.

Released PAGA Claims. Upon the Effective Date and by operation of the Final Approval Order, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, each of the Released Parties from the Released PAGA Claims arising through and including [REDACTED]. The “Released PAGA Claims” are any and all claims under PAGA that were alleged in any of the Actions or PAGA Notices, or reasonably arise from or reasonably relate to the facts, claims, or circumstances underlying or alleged in any of the Actions or PAGA Notices, or could have been alleged in any of the Actions based on the facts, claims or circumstances underlying or alleged in any of the Actions or the PAGA Notices. The Released PAGA Claims include:

(a) All PAGA claims for failure to pay wages or for improper deductions from wages, including minimum wages, overtime wages, regular wages, sick pay wages, or gratuities, under any theory of recovery including, rounding of time, off-the-clock work of any kind (including pre-and post-shift activities, working during breaks, waiting in line to clock in, drug testing, COVID-19 and/or temperature screening or other mandatory testing/screening off-the-clock, donning and/or doffing of uniforms off the clock, and adhering to grooming/personal appearance standards off-the-clock), failure to pay overtime, sick pay or gratuities at the proper rate or in the proper amount, reporting time/half-day work claims, and any other theories of recovery that could have been alleged for minimum wages, overtime wages, regular wages, sick pay wages, or gratuities based on the facts underlying the PAGA Notices sent or the claims set forth in any of the Actions;

(b) All PAGA claims for meal period and rest period claims, under any theory of recovery, including, failure to provide meal and/or rest periods, failure to provide timely or uninterrupted meal or rest periods, failure to provide off-duty meal or rest periods, failure to pay meal or rest period premiums/penalties, failure to pay meal or rest period premiums/penalties at the correct rate of pay, and any other theories of recovery that could have been alleged for meal or rest break violations based on the facts underlying the PAGA Notices sent or the claims set forth in any of the Actions;

(c) All PAGA claims for rest day and/or working more than six days in seven claims pursuant to California Labor Code Sections 551-552, and any other theories of recovery that could have been alleged for such violations based on the facts underlying the PAGA Notices sent or the claims set forth in any of the Actions;

(d) All PAGA claims for failure to keep/maintain accurate or proper employee time records, failure to provide accurate itemized wage statements, and/or failure to keep accurate employee payroll records;

(e) All PAGA claims for failure to timely pay wages due during employment or at separation of employment;

(f) All PAGA claims for failure to reimburse business expenses under California Labor Code Section 2802 under any theory of recovery that was alleged, or could have been alleged in any of the Actions, including, uniform purchase and/or maintenance expenses, cell phone expenses, purchase of work tools or other items, parking expenses and any other theories of recovery that could have been alleged for reimbursement of expenses based on the facts underlying the PAGA Notices sent or the claims set forth in any of the Actions; and

(g) All PAGA claims for penalties under the PAGA, attorneys' fees and costs, and interest based on the facts underlying the PAGA Notices sent or the claims set forth in any of the Actions.

Without limiting the foregoing, the Released PAGA Claims include all claims arising under the California Labor Code identified at Section 1.37 of the Agreement (for the Released Class Claims).

All Aggrieved Employees (and their successor, assigns, and/or agents), including those who are not Participating Class Members, will: (i) be barred by the doctrine of res judicata from asserting, in any forum, any of the Released PAGA Claims; and (ii) be deemed to have fully and finally released and discharged all of the Released PAGA Claims up through [REDACTED]. Except as expressly set forth in the Agreement, the Released PAGA Claims do not include claims for wrongful termination, discrimination, unemployment insurance, disability, and worker's compensation. Aggrieved Employees who are not Participating Class Members do not release any claims not expressly included in the definition of Released PAGA Claims.

PAGA Members cannot opt out of this release of claims.

"Released Parties" collectively mean: Defendant, and each of its past, present, and future parents, subsidiaries, affiliates, hotel owners, principals, and other affiliated corporations, divisions, and partnerships, and each of their respective successors, parents, principals, and other affiliated corporations, divisions, subsidiaries, partnerships, officers, directors, shareholders, employees, predecessors, assigns, representatives, members, benefits plan administrators, fiduciaries, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys, trustees, equity sponsors, joint employers, alter-egos, joint venturers, auditors, consultants, and any past, present, or future officers, directors and employees), each in their individual and corporate capacities, and each of their predecessors, successors, heirs, and assigns, and any individual or entity which could be, or could be alleged to be, jointly liable with Defendant.

Exhibit 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ERIN JONES and MATTHEW SHACHNO,
individuals, and on behalf of other members of
the general public similarly situated,

Plaintiffs,

v.

MARRIOTT INTERNATIONAL, INC., as
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: **30-2021-01183306-CU-OE-CXC**

OBJECTION FORM

Hearing Date:

Hearing Time:

Judge: Hon. Melissa McCormick

Dept.: CX104

OBJECTION FORM

USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT. TO OBJECT TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, INCLUDING: (1) YOUR FULL NAME, CURRENT ADDRESS, LAST FOUR DIGITS OF YOUR SOCIAL SECURITY NUMBER, AND YOUR SIGNATURE; (2) THE REASONS FOR THE OBJECTION (E.G., FACTUAL AND LEGAL BASIS FOR OBJECTION) WITH SUPPORTING DOCUMENTS, IF ANY, ON WHICH THE OBJECTION IS BASED; (3) WHETHER YOU ARE REPRESENTED BY AN ATTORNEY AND THE CONTACT INFORMATION OF ANY SUCH ATTORNEY; AND (4) WHETHER YOU INTEND TO APPEAR AT THE FINAL APPROVAL HEARING. YOU MUST MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR (ILYM GROUP) AT THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE _____.

[] I OBJECT to the *Jones et al. v. Marriott International, Inc.* Settlement for the following reasons:

[Form continues on reverse side]

(Your Signature)

(Date)

(Print Your Name)

(Your Address)

(Print Last Four Digits of Social Security Number)

(City/State/Zip Code)

Submit your fully completed and signed Objection Form as follows:

MAIL TO THE ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NOT LATER THAN
_____:

Jones et al. v. Marriott International, Inc. Administrator
c/o ILYM Group
[address]

Exhibit 3

DISPUTE OF WEEKS/PAY PERIODS WORKED FORM

***Jones et al. v. Marriott International, Inc., Superior Court of the
State of California, County of Orange, Case No. 30-2021-01183306-CU-OE-CXC***

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX – XX - _ _ _ _

If you are or have been employed by Marriott International, Inc. (“Defendant”) at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California as an hourly, non-exempt employee during any portion of the Class Period (February 8, 2017 to _____), then you are a Class Member.

The amount of your estimated Individual Class Payment is based upon the Workweeks you worked during the Class Period based on Defendant’s records, as set forth below and in the Class Notice you received. A “Workweek” means any week or weeks, respectively, during the Class Period in which a Class Member worked any hours for Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego.

I. YOUR COMPENSABLE WORKWEEKS

Defendant’s records show that during the Class Period (February 8, 2017 to _____), you worked as a non-exempt employee at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California, which qualifies you as a Class Member, and that your total number of Workweeks during the Class Period are:

<<NUMBER OF WEEKS>>.

II. YOUR ESTIMATED INDIVIDUAL CLASS PAYMENT

Based upon the numbers of Workweeks listed above, your estimated pre-tax Individual Class Payment is

<<INSERT>>.

III. YOUR COMPENSABLE PAGA PAY PERIODS

Defendant’s records show that during the PAGA Period (March 10, 2019 to _____), you worked as a non-exempt employee at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California, which qualifies you as an Aggrieved Employee. The amount of your estimated Individual PAGA Payment is based upon the PAGA Pay Periods you worked during the PAGA Period based on Defendant’s records, as set forth below and in the Class Notice you received. “PAGA Pay Period” or “PAGA Pay Periods” means any Pay Period or Pay Periods, respectively, during the PAGA Period in which an Aggrieved Employee worked any hours for Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego. Your total number of PAGA Pay Periods worked during the PAGA Period are:

<<NUMBER OF PAGA PAY PERIODS>>.

IV. YOUR ESTIMATED INDIVIDUAL PAGA PAYMENT

Based upon the numbers of PAGA Pay Periods listed above, your estimated Individual PAGA Payment is

<<INSERT>>.

V. CHALLENGE TO NUMBER OF WORKWEEKS / PAGA PAY PERIODS WORKED

If you believe that the number of Workweeks and/or PAGA Pay Periods stated above is correct, you do not have to do anything.

If you wish to dispute the number of Workweeks and/or PAGA Pay Periods worked listed above, you must complete and postmark this Dispute Form, and provide all supporting information and/or documentation, to the Administrator by <<RESPONSE DEADLINE>>.

Check the box below ONLY if you wish to dispute the information listed above:

☐ I wish to dispute the number of Workweeks and/or PAGA Pay Periods listed above. I believe the correct amount of my Workweeks during the Class Period is _____. I believe the correct amount of my PAGA Pay Periods during the PAGA Period is _____. I have included information and/or documentary evidence that support my dispute. I understand that, by submitting this dispute, I hereby authorize the Administrator to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Administrator. I also understand that Defendant's records will be determinative absent credible evidence to rebut the accuracy of those records.

I declare under penalty of perjury under the laws of the State of California that the information I provided in this Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____ _____ MAIL TO: Jones et al. v. Marriott International, Inc. Administrator c/o ILYM Group address
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Exhibit 4

REQUEST FOR EXCLUSION FORM

Jones et al. v. Marriott International, Inc., Superior Court of the State of California, County of Orange, Case No. 30-2021-01183306-CU-OE-CXC

I confirm that I have received the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, which describes my rights and the options I may take in response to the parties' proposed Settlement in the above-referenced lawsuit.

By signing and returning this Request for Exclusion Form, I confirm that I wish to be removed from the proposed Class, that I do not want to participate as a Class Member, and that I do not want to be included in the proposed Class Settlement.

I understand and acknowledge that, by signing and submitting this form: (1) I will not receive any money from the proposed Settlement except my portion, if any, of the monies allocated in settlement of the California Labor Code Private Attorneys General Act of 2004 claim alleged by Plaintiffs in the above-referenced Action; (2) I will not be bound by the class portion of the proposed Settlement; and (3) I will not have any right to object to the proposed Settlement.

THIS EXCLUSION FORM MUST BE SIGNED, DATED, AND MAILED BY FIRST CLASS U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DATE] TO: JONES V. MARRIOTT INTERNATIONAL, INC. ADMINISTRATOR, C/O ILYM GROUP, [INSERT ADDRESS]

Name: _____

Address: _____

Telephone Number: _____

Last 4 Digits of SSN: _____

Approximate Dates of Employment with the
Defendant Marriott International, Inc.: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Sign your name here)

Date

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

1 Edwin Aiwarzian (SBN 232943)
2 **LAWYERS for JUSTICE, PC**
3 410 West Arden Avenue, Suite 203
4 Glendale, California 91203
5 Tel: (818) 265-1020 / Fax: (818) 265-1021

6 Norman B. Blumenthal (SBN 068687)
7 Kyle R. Nordrehaug (SBN 205975)
8 Aparajit Bhowmik (SBN 248066)
9 **BLUMENTHAL NORDREHAUG BHOWIK DE BLOUW LLP**
10 2255 Calle Clara
11 La Jolla, CA 92037
12 Tel: (858) 551-1223/Fax: (858) 551-1232

13 Attorney for Plaintiffs

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ERIN JONES and MATTHEW SHACHNO,
individuals, and on behalf of other members of
the general public similarly situated,

Plaintiffs,
vs.

MARRIOTT INTERNATIONAL, INC., as
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 30-2021-01183306-CU-OE-CXC

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

Hearing Date:
Hearing Time:

Judge: Hon. Melissa McCormick
Dept.: CX104

Action Filed: February 8, 2021
Trial Date: Not Set

1 I.

2 **RECITALS**

3 The motion of Plaintiffs Erin Jones and Matthew Shachno (“Plaintiffs”) for an order and
4 judgment finally approving the Class Action and PAGA Settlement Agreement (“Agreement”)
5 with Defendant Marriott International, Inc. (“Defendant”), attorneys’ fees and costs, service
6 payments, and the expenses of the Administrator duly came on for hearing on _____
7 before the Honorable Melissa McCormick.

8 II.

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

- 12 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 13 2. This Court has jurisdiction over the subject matter of this litigation pending before
14 the California Superior Court for the County of Orange, and over all Parties to this litigation,
15 including the Class.
- 16 3. Based on a review of the papers submitted by Plaintiffs and a review of the
17 applicable law, the Court finds that the Gross Settlement Amount of Two Million Four Hundred
18 Seventy Thousand Dollars and Zero Cents (\$2,470,000), and the terms set forth in the Agreement
19 are fair, reasonable, and adequate.
- 20 4. The Court further finds that the Settlement was the result of arm’s length
21 negotiations conducted after Class Counsel had adequately investigated the claims and became
22 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
23 Settlement, the risks relating to certification, liability, and damages issues, and the assistance of an
24 experienced mediator in the settlement process over several days of mediation, among other
25 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

26 **Preliminary Approval of the Settlement**

- 27 5. On _____, the Court granted preliminary approval of the Settlement and
28

1 approved conditional certification of the Class for settlement purposes only.

2 **Notice to the Class**

3 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
4 by first class mail to members of the Class at their last known addresses on or about
5 _____. Mailing of the Class Notice to their last known addresses was the best notice
6 practicable under the circumstances and was reasonably calculated to communicate actual notice
7 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
8 Members fully and accurately informed the Class Members of all material elements of the
9 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
10 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
11 fully with the laws of the State of California, the United States Constitution, due process and other
12 applicable law. The Class Notice fairly and adequately described the Settlement and provided
13 Class Members adequate instructions and a variety of means to obtain additional information.

14 7. The deadline for opting out of the Class or submitting written objections to the
15 Settlement was _____. This deadline was extended to _____ in the event of
16 a remailing of the Class Notice. There was an adequate interval between notice and the deadline
17 to permit Class Members to choose what to do and act on their decision. A full opportunity has
18 been afforded to the Class Members to participate in this hearing, and all Class Members and other
19 persons wishing to be heard have been heard. Class Members also have had a full and fair
20 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
21 Court determines that all Class Members who did not timely and properly submit a request for
22 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

23 **Fairness Of Settlement**

24 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
25 48 Cal.App.4th 1794, 1801 (1996).

26 a. The settlement was reached through arm's-length bargaining between the
27 parties during two, all-day mediations before Jeffrey Krivis, a respected and experienced mediator

1 of wage and hour class actions. There has been no collusion between the parties in reaching the
2 proposed settlement.

3 b. Plaintiffs' investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation.

7 d. The percentage of objectors and requests for exclusion is small. _____
8 objections were received. _____ timely requests for exclusion were received.

9 e. The participation rate was high. _____ Class Members will be mailed a
10 settlement payment, representing _____ of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the
13 claims asserted in this action and is fair, reasonable, and adequate compensation for the release of
14 Class Members' claims, given the uncertainties and significant risks of the litigation and the
15 delays which would ensue from continued prosecution of the Action.

16 10. The Agreement is approved as fair, adequate, and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$822,510 for attorneys' fees, representing one-third of the Gross
20 Settlement Amount, and \$_____ for litigation costs and expenses, is reasonable, in light of
21 the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
23 and litigation expense billing statement.

24 **Class Representative Service Payments**

25 12. The Agreement provides for Class Representative Service Payments of not more
26 than \$5,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
27 Representative Service Payments in the amount of \$5,000 to each of the Plaintiffs are reasonable
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1 in light of the risks and burdens undertaken by the Plaintiffs in this litigation, for their time and
2 effort in bringing and prosecuting this matter on behalf of the Class, and for their execution of a
3 general release. In making this award, the Court has considered only the factors set forth in *Golba*
4 *v. Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251 and *Clark v. Am. Residential Servs.*
5 *LLC* (2009) 175 Cal.App.4th 785.

6 **Administration Expenses Payment**

7 13. The Administrator shall calculate and administer the payments to be made to the
8 Participating Class Members and Aggrieved Employees, transmit payment for attorneys' fees and
9 costs to Class Counsel, transmit the Class Representative Service Payments to the Plaintiffs,
10 distribute the LWDA PAGA Payment, issue any required tax reporting forms, calculate
11 withholdings and perform the other remaining duties set forth in the Agreement. The
12 Administrator has documented \$_____ in fees and expenses, and this amount is
13 reasonable in light of the work performed by the Administrator.

14 **PAGA Payments**

15 14. The Agreement provides for PAGA Penalties in the amount of \$50,000 to be paid
16 out of the Gross Settlement Amount, which shall be allocated 75% (\$37,500) to the LWDA PAGA
17 Payment and 25% (\$12,500) to the Individual PAGA Payments to be distributed by (a) dividing
18 the amount of the Aggrieved Employees' 25% share of the PAGA Penalties (\$12,500) by the total
19 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and
20 (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved
21 Employees" are all individuals who are or who have been employed by Defendant at either the JW
22 Marriott Anaheim or the Marriott Marquis San Diego hotels in California as hourly, non-exempt
23 employees during any portion of the PAGA Period. The "PAGA Period" is March 10, 2019
24 through _____. The LWDA was notified of the settlement and served with a
25 copy of the Agreement, and the LWDA has not objected to the Settlement. The Court finds this
26 PAGA Penalties amount to be reasonable.

1 III.

2 ORDERS

3 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

4 15. The Class is certified for the purposes of settlement only. The Class is hereby
5 defined as follows:

6 All individuals who are or have been employed by Defendant Marriott
7 International, Inc. ("Defendant") at either the JW Marriott Anaheim or the Marriott
8 Marquis San Diego hotels in California as hourly, non-exempt employees during
any portion of the Class Period (February 8, 2017 to _____).

9 16. All persons who meet the foregoing definition are members of the Class, except for
10 those individuals who filed a valid request for exclusion ("opt out") from the Class: [identify any
11 requests for exclusion].

12 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
13 best interest of the Class. Within thirty (30) calendar days after the Effective Date, Defendant
14 shall provide the Administrator with sufficient funds to make all the payments required under the
15 Agreement. The payment of the Individual Class Payments to the Participating Class Members as
16 set forth in the Agreement is approved.

17 18. Class Counsel are awarded attorneys' fees in the amount of \$822,510 and costs in
18 the amount of \$_____. Class Counsel shall not seek or obtain any other compensation or
19 reimbursement from Defendant, Plaintiffs, members of the Class, or the Aggrieved Employees.

20 19. The payment of the Class Representative Service Payments in the amount of
21 \$5,000 to each of the Plaintiffs is approved.

22 20. The payment of \$_____ to the Administrator for their fees and expenses
23 is approved.

24 21. The Agreement is hereby finally approved as fair, reasonable, adequate under
25 PAGA. The PAGA Penalties amount of \$50,000 is approved to be distributed in accordance with
26 the Agreement (with 75% (\$37,500) allocated to the LWDA PAGA Payment and 25% (\$12,500)
27 allocated to the Individual PAGA Payments).

1 22. The Agreement and this Settlement are not an admission by Defendant, nor is this
2 Final Approval Order and Judgment a finding of the validity of any claims in the Action or of any
3 wrongdoing by Defendant or that this Action is appropriate for class or PAGA representative
4 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment,
5 the Agreement, nor any document referred to herein, nor any action taken to carry out the
6 Agreement is, may be construed as, or may be used as an admission by or against Defendant of
7 any fault, wrongdoing, or liability whatsoever. The entering into or carrying out of the
8 Agreement, and any negotiations or proceedings related thereto, shall not in any event be
9 construed as, or deemed to be evidence of, an admission or concession with regard to the denials
10 or defenses by Defendant. Notwithstanding these restrictions, Defendant may file in this action, or
11 in any other proceeding, this Final Approval Order and Judgment, the Agreement, or any other
12 papers and records on file in this action as evidence of the Settlement to support a defense of res
13 judicata, collateral estoppel, release, or other theory of claim or issue preclusion or any other
14 defense as to the claims being released by the Settlement.

15 23. Notice of entry of this Final Approval Order and Judgment shall be given to all
16 Parties by Class Counsel on behalf of Plaintiffs and all Class Members and Aggrieved Employees.
17 The Final Approval Order and Judgment shall be posted on the Administrator's settlement website
18 as set forth in the Class Notice to the Class, which will remain posted until 90 days after the
19 Effective Date. It shall not be necessary to send notice of entry of this Final Approval Order and
20 Judgment to individual Class Members or Aggrieved Employees.

21 24. If the Agreement does not become final and effective in accordance with the terms
22 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
23 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
24 revert to their respective positions as of before entering into the Agreement, and expressly reserve
25 their respective rights regarding the prosecution and defense of this action, including all available
26 defenses and affirmative defenses, and arguments that any claim in the action could not be
27 certified as a class action and/or managed as a representative action. Defendant will not be deemed
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1 to have waived, limited, or affected in any way, any of its objections or defenses in this action or
2 any other action, including, but not limited to, its defenses in opposition to class certification or
3 PAGA representative status.

4 **IV.**

5 **JUDGMENT**

6 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

7 25. Except as set forth in the Agreement and this Final Approval Order and Judgment,
8 Plaintiffs, and all members of the Class and all Aggrieved Employees, shall take nothing in the
9 Actions.

10 26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
11 jurisdiction to construe, interpret, implement, and enforce the Agreement, to hear and resolve any
12 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
13 arising from or in connection with the distribution of settlement benefits.

14 27. The Parties are authorized, with further approval from the Court, to agree to and to
15 adopt such amendments, modifications and expansions of the Agreement and all exhibits attached
16 thereto which are consistent with this Final Approval Order and Judgment and do not limit the
17 rights of the Parties, Class Members, or Aggrieved Employees under the Agreement.

18 28. Each party shall bear its/his/her own attorneys' fees and costs, except as otherwise
19 provided in the Agreement and in this Final Approval Order and Judgment.

20 29. Participating Class Members, on behalf of themselves and their respective former,
21 present, and future representatives, agents, attorneys, heirs, administrators, successors, and
22 assigns, upon the Effective Date and by operation of the Final Approval Order, release each of the
23 Released Parties from any and all of the Released Class Claims arising through and including
24 _____. The "Released Class Claims" are any and all claims, debts, liabilities,
25 demands, actions, or causes of action under state or the equivalent federal or local law alleged in
26 any of the Actions, or reasonably arising from or reasonably related to the facts, claims, or
27 circumstances underlying or alleged in any of the Actions, or that could have been alleged in any
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1 of the Actions based on the facts, claims, or circumstances underlying or alleged in, any of the
2 Actions. The Released Class Claims include: (a) All claims for failure to pay wages or for
3 improper deductions from wages, including minimum wages, overtime wages, regular wages, sick
4 pay wages, or gratuities, under any theory of recovery including, rounding of time, off-the-clock
5 work of any kind (including pre-and post-shift activities, working during breaks, waiting in line to
6 clock in, drug testing, COVID-19 and/or temperature screening or other mandatory
7 testing/screening off-the-clock, donning and/or doffing of uniforms off-the-clock, and adhering to
8 grooming/personal appearance standards off-the-clock), failure to pay overtime, sick pay or
9 gratuities at the proper rate or in the proper amount, reporting time/half-day work claims, and any
10 other theories of recovery that could have been alleged for minimum wages, overtime wages,
11 regular wages, sick pay wages, or gratuities based on the facts underlying the claims set forth in
12 any of the Actions; (b) Meal period and rest period claims, under any theory of recovery, including
13 failure to provide meal and/or rest periods, failure to provide timely or uninterrupted meal or rest
14 periods, failure to provide off-duty meal or rest periods, failure to pay meal or rest period
15 premiums/penalties, failure to pay meal or rest period premiums/penalties at the correct rate of
16 pay, and any other theories of recovery that could have been alleged for meal or rest period
17 violations based on the facts underlying the claims set forth in any of the Actions; (c) Rest day
18 and/or working more than six days in seven claims pursuant to California Labor Code Sections
19 551-552; (d) Failure to keep/maintain accurate or proper employee time records, failure to provide
20 accurate itemized wage statements, and/or failure to keep/maintain accurate employee payroll
21 records; (e) Failure to timely pay wages due during employment or at separation of employment;
22 (f) Failure to reimburse business expenses under California Labor Code Section 2802 under any
23 theory of recovery that was alleged, or could have been alleged in any of the Actions including,
24 uniform purchase and/or maintenance expenses, cell phone expenses, purchase of work tool or
25 other items, parking expenses and any other theories of recovery that could have been alleged for
26 reimbursement of expenses based on the facts underlying the claims set forth in any of the
27 Actions; (g) Claims for unfair business practices pursuant to California Business and Professions
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1 Code section 17200, *et seq.*, under any theory of recovery that was alleged or could have been
2 alleged in any of the Actions based on the facts underlying the claims set forth in any of the
3 Actions; and (h) Claims for declaratory relief, interest, restitution and/or other equitable relief,
4 liquidated damages, punitive damages, penalties, including, but not limited to, recordkeeping
5 penalties, wage statement penalties, waiting-time penalties, attorneys’ fees and costs, and interest
6 that was alleged or could have been alleged in any of the Actions based on the facts underlying the
7 claims set forth in any of the Actions. Without limiting the foregoing, the Released Class Claims
8 include all claims alleged in any of the Actions, or reasonably arising from or reasonably related to
9 the facts, claims, or circumstances alleged in any of the Actions, or that reasonably could have
10 been alleged in any of the Actions based on the facts, claims, or circumstances alleged in any of
11 the Actions under California Labor Code Sections 98.1, 200, 201-204, 210, 212, 216, 218.5,
12 218.6, 221-224, 225.5, 226, 226.3, 226.7, 233, 245, 246-249, 350, 351, 353, 510, 512, 551, 552,
13 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 and/or Wage
14 Orders of the California Industrial Welfare Commission related to these claims arising under the
15 California Labor Code, including Wage Orders Nos. 4, 5, 7, and 9; California Business and
16 Professions Code section 17200, *et seq.*; the California Civil Code, to include but not limited to,
17 sections 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR §§ 11000 *et seq.*, 11010 *et seq.*, and
18 11060 *et seq.*; California Code of Civil Procedure § 1021.5; the Fair Labor Standards Act
19 (“FLSA”), 29 U.S.C. § 201 *et seq.* and 211(c) *et seq.* Except as expressly set forth in the
20 Agreement, Participating Class Members do not release any other claims, including claims for
21 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
22 unemployment insurance, disability, social security, workers’ compensation.

23 30. Upon the Effective Date and by operation of the Final Approval Order, all
24 Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their
25 respective former, present, and future representatives, agents, attorneys, heirs, administrators,
26 successors, and assigns, each of the Released Parties from the Released PAGA Claims arising
27 through and including _____. The “Released PAGA Claims” are any and
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1 all claims under PAGA that were alleged in any of the Actions or PAGA Notices, or reasonably
2 arise from or reasonably relate to the facts, claims, or circumstances underlying or alleged in any
3 of the Actions or PAGA Notices, or could have been alleged in any of the Actions based on the
4 facts, claims or circumstances underlying or alleged in any of the Actions or the PAGA Notices.
5 The Released PAGA Claims include: (a) All PAGA claims for failure to pay wages or for
6 improper deductions from wages, including minimum wages, overtime wages, regular wages, sick
7 pay wages, or gratuities, under any theory of recovery including, rounding of time, off-the-clock
8 work of any kind (including pre-and post-shift activities, working during breaks, waiting in line to
9 clock in, drug testing, COVID-19 and/or temperature screening or other mandatory
10 testing/screening off-the-clock, donning and/or doffing of uniforms off the clock, and adhering to
11 grooming/personal appearance standards off-the-clock), failure to pay overtime, sick pay or
12 gratuities at the proper rate or in the proper amount, reporting time/half-day work claims, and any
13 other theories of recovery that could have been alleged for minimum wages, overtime wages,
14 regular wages, sick pay wages, or gratuities based on the facts underlying the PAGA Notices sent
15 or the claims set forth in any of the Actions; (b) All PAGA claims for meal period and rest period
16 claims, under any theory of recovery, including, failure to provide meal and/or rest periods, failure
17 to provide timely or uninterrupted meal or rest periods, failure to provide off-duty meal or rest
18 periods, failure to pay meal or rest period premiums/penalties, failure to pay meal or rest period
19 premiums/penalties at the correct rate of pay, and any other theories of recovery that could have
20 been alleged for meal or rest break violations based on the facts underlying the PAGA Notices
21 sent or the claims set forth in any of the Actions; (c) All PAGA claims for rest day and/or working
22 more than six days in seven claims pursuant to California Labor Code Sections 551-552, and any
23 other theories of recovery that could have been alleged for such violations based on the facts
24 underlying the PAGA Notices sent or the claims set forth in any of the Actions; (d) All PAGA
25 claims for failure to keep/maintain accurate or proper employee time records, failure to provide
26 accurate itemized wage statements, and/or failure to keep accurate employee payroll records; (e)
27 All PAGA claims for failure to timely pay wages due during employment or at separation of
28

1 employment; (f) All PAGA claims for failure to reimburse business expenses under California
2 Labor Code Section 2802 under any theory of recovery that was alleged, or could have been
3 alleged in any of the Actions, including, uniform purchase and/or maintenance expenses, cell
4 phone expenses, purchase of work tools or other items, parking expenses and any other theories of
5 recovery that could have been alleged for reimbursement of expenses based on the facts
6 underlying the PAGA Notices sent or the claims set forth in any of the Actions; and (g) All PAGA
7 claims for penalties under the PAGA, attorneys' fees and costs, and interest based on the facts
8 underlying the PAGA Notices sent or the claims set forth in any of the Actions. Without limiting
9 the foregoing, the Released PAGA Claims include all claims arising under the California Labor
10 Code identified at Section 1.37 of the Agreement (for the Released Class Claims). All Aggrieved
11 Employees (and their successor, assigns, and/or agents), including those who are not Participating
12 Class Members, will: (i) be barred by the doctrine of res judicata from asserting, in any forum, any
13 of the Released PAGA Claims; and (ii) be deemed to have fully and finally released and
14 discharged all of the Released PAGA Claims up through _____. Except as expressly set
15 forth in the Agreement, the Released PAGA Claims do not include claims for wrongful
16 termination, discrimination, unemployment insurance, disability, and worker's compensation.
17 Aggrieved Employees who are not Participating Class Members do not release any claims not
18 expressly included in the definition of Released PAGA Claims.

19 31. If a settlement check remains uncashed by the expiration date, the funds from such
20 uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the
21 name of the Participating Class Member/Aggrieved Employee.

22 32. Pursuant to CCP §384(b), The Court sets a final compliance hearing for
23 _____. No later than nine (99) days for this final compliance hearing,
24 Plaintiffs shall submit to the Court a final report setting forth the actual amounts paid to
25 Participating Class Members and Aggrieved Employees and other amounts disbursed pursuant to
26 the Settlement. Upon receiving the report, the Court will determine whether further reports and/or
27 a hearing will be necessary.

28

1 33. THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS
2 OF THE AGREEMENT. PURSUANT TO CALIFORNIA RULE OF COURT 3.769, THE
3 COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS
4 ORDER AND THE AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
5 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS
6 ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

7
8 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

9
10 Dated: _____

11
12 _____
HON. MELISSA MCCORMICK
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT D

[CLASS NOTICE FOR RE-MAILING WITH THE EXTENDED RESPONSE DEADLINE]

**Jones et al. v. Marriott International, Inc., Superior Court of the
State of California, County of Orange, Case No. 30-2021-01183306-CU-OE-CXC**

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.*

To: All individuals who are or have been employed by Defendant Marriott International, Inc. (“Defendant”) at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California as hourly, non-exempt employees during any portion of the Class Period (February 8, 2017 to [REDACTED]) (“Class Members”).

You are receiving this notice pursuant to an order from the Superior Court of the State of California, County of Orange, which has granted preliminary approval of a proposed settlement of the above-captioned action. You are receiving this notice because Defendant’s records indicate you fall within the definition of “Class Member.” Because your rights may be affected by this settlement, please read this Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) carefully.

The purpose of this Class Notice is to provide a description of the claims alleged in the action, the key terms of the settlement, and your rights and options with respect to the settlement.

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS CLASS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Class Payment is: \$<<__>>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for this Individual Class Payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself The Response Deadline is _____.	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the class action portion of the Settlement and you will not be bound by the class action portion of the Settlement. Instructions are set forth in Section 7 below.
Object The Response Deadline is _____.	If you do not agree with the settlement, you may write to the Administrator to explain why and/or appear at the Final Approval Hearing to make an oral objection. The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge Melissa McCormick in Department CX104. You cannot object to the settlement if you excluded yourself from it. Directions regarding Objections are provided in Section 8 below.

1. What is this class and PAGA action lawsuit about?

On February 8, 2021, Plaintiff Erin Jones filed a lawsuit against Defendant in the Superior Court of the State of California, County of Orange (the “Action”) on behalf of himself and Class Members. On May 23, 2022, Plaintiff Matthew Shachno filed a lawsuit against Defendant on behalf of himself and Class Members (collectively, Erin Jones and Matthew Shachno are the “Plaintiffs”). Both Plaintiffs also filed representative Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”) actions against Defendant. In the Operative Complaint (defined below), Plaintiffs alleged the following claims against Defendant: (1) unpaid overtime; (2) failure to provide meal periods and unpaid meal period premiums; (3) failure to provide rest periods and unpaid rest period premiums; (4) unpaid minimum wages; (5) failure to timely pay wages during employment and at separation (6) non-compliant wage statements and failure to maintain records; (7) unreimbursed business expenses; (8) failure to provide gratuities; (9) failure to pay sick pay wages; (10) violation of Business and Professions Code §§ 17200 *et seq.*, and (11) a representative claim under PAGA for civil penalties based upon the above alleged violations.

Defendant expressly denies any wrongdoing or legal liability arising out of the claims alleged in the Action. Defendant has asserted numerous procedural and legal defenses to the Action and contends that the facts and applicable law do not allow for any monetary or other relief to Plaintiffs or the Class.

After several years of litigating Plaintiffs’ claims, the Parties mediated the cases and agreed to settle the lawsuits. Defendant wishes to settle this Action only to avoid costly, disruptive, and time-consuming litigation. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiffs’ claims in the lawsuit have merit or that it has any liability to Plaintiffs or the group of individuals that Plaintiffs seek to represent in this lawsuit.

As part of the Parties’ Settlement, on [REDACTED], Plaintiffs filed a Second Amended Complaint in the Action consolidating the claims of the two class actions along with the separately filed PAGA actions. This Second Amended Complaint is the “Operative Complaint”.

The Court has not made any determination as to whether Plaintiffs’ claims have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Lawyers for Justice, PC to serve as Class Counsel. In granting preliminary approval of the Settlement, the Court has determined there is sufficient evidence that the proposed Settlement is fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing concerning the Settlement.

2. Why did I receive this Class Notice?

You received this Notice because the Parties’ Class Action and PAGA Settlement Agreement (“Agreement”) applies to any and all Class Members, who are defined as

All individuals who are or have been employed by Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California as hourly, non-exempt employees during any portion of the Class Period (February 8, 2017 to [REDACTED]).

Class Members have the opportunity to participate in the Settlement, or to exclude themselves (“opt out”) from

the Settlement. This notice is to advise Class Members of how they can either participate in or be excluded from the Settlement.

The Agreement also applies to Aggrieved Employees, who are defined as all individuals who are or who have been employed by Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California as hourly, non-exempt employees during any portion of the PAGA Period (March 10, 2019 to [REDACTED]). If you are an Aggrieved Employee, you cannot exclude yourself (“opt out”) from the portion of the Settlement regarding the PAGA claim.

The Court held a hearing on [REDACTED]. After the hearing, the Court granted Preliminary Approval of the Settlement. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Class Notice to provide a summary of the Settlement so that you may better understand your rights and options under the Settlement.

Pursuant to the Court’s order, you are hereby notified that Plaintiffs and Defendant have reached a proposed class action and PAGA settlement (“Settlement”) of the Action. The Honorable Melissa McCormick has been assigned as the judge overseeing the Action and Settlement. You have received this Class Notice because you have been identified as a member of the Class and may be entitled to receive money from this Settlement.

It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

Capitalized terms in this Class Notice are defined herein and/or in the Parties’ Agreement.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Million Four Hundred Seventy Thousand Dollars and Zero Cents (\$2,470,000) (the “Gross Settlement Amount”) to fund the settlement of the Action.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Participating Class Members:

- *Administration Expenses Payment.* Payment to the Administrator, estimated not to exceed \$25,000, for expenses, including notifying the Class Members of the Settlement, distributing Individual Class Payments and tax forms, and handling questions about the Settlement.
- *Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.* Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$822,510, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$85,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- *Class Representative Service Payments.* Class Representative Service Payments in an amount not to exceed \$5,000 to each of the Plaintiffs, subject to Court approval, to compensate Plaintiffs for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiffs undertook.

- **PAGA Penalties Payment.** A payment of \$50,000 relating to the claim for penalties under PAGA, 75% (\$37,500) of which will be paid to the California Labor Workforce Development Agency (“LWDA”), and 25% (\$12,500) of which will be distributed as “Individual PAGA Payments” to the Aggrieved Employees based on their respective PAGA Pay Periods worked during the PAGA Period. “PAGA Pay Period” or “PAGA Pay Periods” means any Pay Period or Pay Periods, respectively, during the PAGA Period in which an Aggrieved Employee worked any hours for Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego.
 - o The “PAGA Period” is March 10, 2019 through [REDACTED].
 - o “Aggrieved Employees” means all individuals who are or who have been employed by Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California as hourly, non-exempt employees during any portion of the PAGA Period.

Calculation of Payments to Class Members (“Individual Class Payments”).

The “Net Settlement Amount” means the total sum available for payout to Participating Class Members, which equals the Gross Settlement Amount minus the above-described Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Penalties payment, and the Administration Expenses Payment. The Net Settlement Amount is estimated to be at least \$_____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks. “Workweek” means any week or weeks, respectively, during the Class Period in which a Class Member worked any hours for Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego. The number of Workweeks will be based on Defendant’s records, however, Class Members may challenge the number of Workweeks as explained below.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering Judgment.

4. What Do I Release Under the Settlement?

For those Class Members who do not opt out and for all Aggrieved Employees, the Agreement contains the following releases (*which is summarized in short form*):

Class Members who do not opt out will be deemed to have released (on behalf of themselves and their former, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns) any and all claims that were alleged in the Action, and any additional claims that could have been alleged based on the facts, claims or circumstances underlying or alleged in the Action, through the Class Period. This release includes, but is not limited to, claims for: failure to pay wages or improper deductions from wages, including minimum wages, overtime wages, regular wages, sick pay wages, or gratuities, meal period violations, rest period violations, rest day and/or working more than six days in seven violations, failure to keep/maintain accurate or proper records violations, wage statement penalties/damages, failure to timely pay wages due during employment or at separation of employment, waiting time penalties, failure to reimburse business expenses violations, and unfair competition.

This means that, if you do not timely exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Released Parties for the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Aggrieved Employees cannot opt out of the PAGA portion of the settlement and will be deemed to have released (on behalf of themselves and their former, present and future representatives, agents, attorneys, heirs, administrators, successors, and assigns) any and all claims under PAGA that were alleged in the Action or PAGA Notices, and any additional claims under PAGA that could have been alleged based on the facts, claims or circumstances underlying or alleged in the Action or the PAGA Notices, through the PAGA Period. This release includes, but is not limited to, all PAGA claims based on failure to pay wages or improper deductions from wages, including minimum wages, overtime wages, regular wages, sick pay wages, or gratuities, meal period violations, rest period violations, rest day and/or working more than six days in seven violations, failure to keep/maintain accurate or proper records violations, wage statement penalties/damages, failure to timely pay wages due during employment or at separation of employment, waiting time penalties, and failure to reimburse business expenses violations.

The entities being released ("Released Parties") include Defendant, and each of its past, present, and future parents, subsidiaries, affiliates, hotel owners, principals, and other affiliated corporations, divisions, and partnerships, and each of their respective successors, parents, principals, and other affiliated corporations, divisions, subsidiaries, partnerships, officers, directors, shareholders, employees, predecessors, assigns, representatives, members, benefits plan administrators, fiduciaries, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys, trustees, equity sponsors, joint employers, alter-egos, joint venturers, auditors, consultants, and any past, present, or future officers, directors and employees), each in their individual and corporate capacities, and each of their predecessors, successors, heirs, and assigns, and any individual or entity which could be, or could be alleged to be, jointly liable with Defendant.

For your convenience, more detailed release language is also attached hereto as **Attachment 1**.

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks during the Class Period (February 8, 2017 to _____).

Although the exact share of the Net Settlement Amount cannot be precisely calculated at this time, based on this information, your estimated Individual Class Payment is <<____>>.

[if applicable - In addition, your Individual PAGA Payment is <<____>>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Extended Response Deadline, which is _____ [sixty (60) days after the mailing of the initial Class Notice]. Any dispute should include credible written evidence and will be resolved by the Administrator. A Dispute form is included with this Class Notice.

Tax Matters. Each Participating Class Member's Individual Class Payment will be apportioned as follows: (1) fifty percent (50%) shall be allocated to alleged wages for which an IRS Form W-2 will issue and which shall be subject to tax withholdings customarily made from an employee's wages and all other authorized and required withholdings; and (2) fifty percent (50%) shall be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties, not subject to wage withholdings, for which an IRS Form 1099 will issue.

Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

6. How can I get a payment?

To get money from the Settlement, **you do not have to do anything**. A check for your Individual Class Payment, and any Individual PAGA Payment (if applicable), will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: _____ (800) _____.

If the Court grants final approval of the Settlement and enters Judgment on the Settlement, and there are no objections or appeals, your Settlement payment will be mailed approximately two months after final approval is granted. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Class Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the class portion of the Settlement, and you will not be bound by its terms, which means you will retain your right to sue the Defendant as to the issues resolved by this Settlement.** However, Aggrieved Employees who opt out of the Class Settlement will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion.

To opt out, you must mail to the Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Extended Response Deadline which is _____ [sixty (60) days after the mailing of the initial Class Notice]. A Request for Exclusion form is included with this Class Notice. The Request for Exclusion should state in substance: "I wish to be excluded from the Class in the *Jones v. Marriott International, Inc.* lawsuit." The Request for Exclusion must also state the Class Member's full name, address, and last four digits of his/her Social Security number for verification purposes, the case name and number, which is *Jones v. Marriott International, Inc.*, Case No. 30-2021-01183306, and your signature and the date of the signature. The request to opt-out must be completed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Absent good cause found by the Court, written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release(s) described above.

8. If I don't agree with the Settlement, how do I communicate that to the Court?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court may object to the proposed Settlement, either in writing or in person. Objections that are in writing must state: (1) the Class Member's full name, current address, last four digits of his or her Social Security number, and signature; (2) the case name and number, which is *Jones v. Marriott International, Inc.*, in the Superior Court of the State of California, County of Orange, Case No. 30-2021-01183306; (3) the reasons for the objection (e.g., factual and legal basis for objection) with supporting documents, if any, on which the objection is based; (4) whether the objector is represented by an attorney and the contact information of any

such attorney; and (5) whether the objector intends to appear at the Final Approval Hearing. An Objection form is included with this Notice.

All written objections must be mailed to the Administrator at _____ no later than the Extended Response Deadline of _____ [sixty (60) days after the mailing of the initial Class Notice].

Alternatively, or in addition to a written objection, Class Members may appear at the Final Approval Hearing either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. At this time, the Court now hears matters both in person and remotely through Zoom through the court's online check-in process. Please check the Court's website for current information and instructions concerning appearances and how to view Court proceedings: <https://www.occourts.org/media-relations/civil.html>.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment and any Individual PAGA Payment owed. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. Who are the attorneys representing the Parties?

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik
De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Edwin Aiwanian
Melissa LeBlanc
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020
Fax: (818) 265-1021
E-Mail: edwin@calljustice.com
m.leblanc@calljustice.com

Counsel for Defendant:

Joseph W. Ozmer II
Kristapor Vartanian
Kabat Chapman & Ozmer LLP
333 S. Grand Avenue, Suite 2225
Los Angeles, California 90071
Tel: 213-493-3980 / Fax: 404-400-7333
Email: jozmer@kcozlaw.com
kvartanian@kcozlaw.com

12. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, in Department CX104 of the Superior Court of California, County of Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701, before

Judge Melissa McCormick. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may contact the Administrator for more information. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

This Class Notice summarizes the proposed Settlement. More details are in the Agreement. You may review and/or obtain a copy of the Agreement, the Final Judgment or other Settlement documents by examining the Court's file via the Civil Case and Document Access for the California Superior Court for the County of Orange (<https://www.occourts.org/online-services/case-access/>) and entering the Case No. 30-2021-01183306. You can also view this notice and the most important case documents on the Administrator's website for this Settlement at <<_____>>.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your Settlement payment.
- Settlement checks will be null and void 180 days after the date of mailing if not deposited or cashed. In such event, the Administrator will pay all unclaimed funds to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member where the funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

BY ORDER OF THE COURT

ATTACHMENT 1

Released Class Claims. Participating Class Members, on behalf of themselves and their respective former, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, upon the Effective Date and by operation of the Final Approval Order, release each of the Released Parties from any and all of the Released Class Claims arising through and including [REDACTED]. The “Released Class Claims” are any and all claims, debts, liabilities, demands, actions, or causes of action under state or the equivalent federal or local law alleged in any of the Actions, or reasonably arising from or reasonably related to the facts, claims, or circumstances underlying or alleged in any of the Actions, or that could have been alleged in any of the Actions based on the facts, claims, or circumstances underlying or alleged in, any of the Actions. The Released Class Claims include:

(a) All claims for failure to pay wages or for improper deductions from wages, including minimum wages, overtime wages, regular wages, sick pay wages, or gratuities, under any theory of recovery including, rounding of time, off-the-clock work of any kind (including pre-and post-shift activities, working during breaks, waiting in line to clock in, drug testing, COVID-19 and/or temperature screening or other mandatory testing/screening off-the-clock, donning and/or doffing of uniforms off-the-clock, and adhering to grooming/personal appearance standards off-the-clock), failure to pay overtime, sick pay or gratuities at the proper rate or in the proper amount, reporting time/half-day work claims, and any other theories of recovery that could have been alleged for minimum wages, overtime wages, regular wages, sick pay wages, or gratuities based on the facts underlying the claims set forth in any of the Actions;

(b) Meal period and rest period claims, under any theory of recovery, including failure to provide meal and/or rest periods, failure to provide timely or uninterrupted meal or rest periods, failure to provide off-duty meal or rest periods, failure to pay meal or rest period premiums/penalties, failure to pay meal or rest period premiums/penalties at the correct rate of pay, and any other theories of recovery that could have been alleged for meal or rest period violations based on the facts underlying the claims set forth in any of the Actions;

(c) Rest day and/or working more than six days in seven claims pursuant to California Labor Code Sections 551-552;

(d) Failure to keep/maintain accurate or proper employee time records, failure to provide accurate itemized wage statements, and/or failure to keep/maintain accurate employee payroll records;

(e) Failure to timely pay wages due during employment or at separation of employment;

(f) Failure to reimburse business expenses under California Labor Code Section 2802 under any theory of recovery that was alleged, or could have been alleged in any of the Actions including, uniform purchase and/or maintenance expenses, cell phone expenses, purchase of work tool or other items, parking expenses and any other theories of recovery that could have been alleged for reimbursement of expenses based on the facts underlying the claims set forth in any of the Actions;

(g) Claims for unfair business practices pursuant to California Business and Professions Code section 17200, et seq., under any theory of recovery that was alleged or could have been alleged in any of the Actions based on the facts underlying the claims set forth in any of the Actions; and

(h) Claims for declaratory relief, interest, restitution and/or other equitable relief, liquidated damages, punitive damages, penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, waiting-time penalties, attorneys’ fees and costs, and interest that was alleged or could have been alleged in any of the Actions based on the facts underlying the claims set forth in any of the Actions.

Without limiting the foregoing, the Released Class Claims include all claims alleged in any of the Actions, or reasonably arising from or reasonably related to the facts, claims, or circumstances alleged in any of the Actions, or that reasonably could have been alleged in any of the Actions based on the facts, claims, or circumstances alleged in any of the Actions under California Labor Code Sections 98.1, 200, 201-204, 210, 212, 216, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 233, 245, 246-249, 350, 351, 353, 510, 512, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 and/or Wage Orders of the California Industrial Welfare Commission related to these claims arising under the California Labor Code, including Wage Orders Nos. 4, 5, 7, and 9; California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR §§ 11000 *et seq.*, 11010 *et seq.*, and 11060 *et seq.*; California Code of Civil Procedure § 1021.5; the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.* and 211(c) *et seq.* Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation.

Released PAGA Claims. Upon the Effective Date and by operation of the Final Approval Order, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, each of the Released Parties from the Released PAGA Claims arising through and including [REDACTED]. The “Released PAGA Claims” are any and all claims under PAGA that were alleged in any of the Actions or PAGA Notices, or reasonably arise from or reasonably relate to the facts, claims, or circumstances underlying or alleged in any of the Actions or PAGA Notices, or could have been alleged in any of the Actions based on the facts, claims or circumstances underlying or alleged in any of the Actions or the PAGA Notices. The Released PAGA Claims include:

(a) All PAGA claims for failure to pay wages or for improper deductions from wages, including minimum wages, overtime wages, regular wages, sick pay wages, or gratuities, under any theory of recovery including, rounding of time, off-the-clock work of any kind (including pre-and post-shift activities, working during breaks, waiting in line to clock in, drug testing, COVID-19 and/or temperature screening or other mandatory testing/screening off-the-clock, donning and/or doffing of uniforms off the clock, and adhering to grooming/personal appearance standards off-the-clock), failure to pay overtime, sick pay or gratuities at the proper rate or in the proper amount, reporting time/half-day work claims, and any other theories of recovery that could have been alleged for minimum wages, overtime wages, regular wages, sick pay wages, or gratuities based on the facts underlying the PAGA Notices sent or the claims set forth in any of the Actions;

(b) All PAGA claims for meal period and rest period claims, under any theory of recovery, including, failure to provide meal and/or rest periods, failure to provide timely or uninterrupted meal or rest periods, failure to provide off-duty meal or rest periods, failure to pay meal or rest period premiums/penalties, failure to pay meal or rest period premiums/penalties at the correct rate of pay, and any other theories of recovery that could have been alleged for meal or rest break violations based on the facts underlying the PAGA Notices sent or the claims set forth in any of the Actions;

(c) All PAGA claims for rest day and/or working more than six days in seven claims pursuant to California Labor Code Sections 551-552, and any other theories of recovery that could have been alleged for such violations based on the facts underlying the PAGA Notices sent or the claims set forth in any of the Actions;

(d) All PAGA claims for failure to keep/maintain accurate or proper employee time records, failure to provide accurate itemized wage statements, and/or failure to keep accurate employee payroll records;

(e) All PAGA claims for failure to timely pay wages due during employment or at separation of employment;

(f) All PAGA claims for failure to reimburse business expenses under California Labor Code Section 2802 under any theory of recovery that was alleged, or could have been alleged in any of the Actions, including, uniform purchase and/or maintenance expenses, cell phone expenses, purchase of work tools or other items, parking expenses and any other theories of recovery that could have been alleged for reimbursement of expenses based on the facts underlying the PAGA Notices sent or the claims set forth in any of the Actions; and

(g) All PAGA claims for penalties under the PAGA, attorneys' fees and costs, and interest based on the facts underlying the PAGA Notices sent or the claims set forth in any of the Actions.

Without limiting the foregoing, the Released PAGA Claims include all claims arising under the California Labor Code identified at Section 1.37 of the Agreement (for the Released Class Claims).

All Aggrieved Employees (and their successor, assigns, and/or agents), including those who are not Participating Class Members, will: (i) be barred by the doctrine of res judicata from asserting, in any forum, any of the Released PAGA Claims; and (ii) be deemed to have fully and finally released and discharged all of the Released PAGA Claims up through [REDACTED]. Except as expressly set forth in the Agreement, the Released PAGA Claims do not include claims for wrongful termination, discrimination, unemployment insurance, disability, and worker's compensation. Aggrieved Employees who are not Participating Class Members do not release any claims not expressly included in the definition of Released PAGA Claims.

PAGA Members cannot opt out of this release of claims.

"Released Parties" collectively mean: Defendant, and each of its past, present, and future parents, subsidiaries, affiliates, hotel owners, principals, and other affiliated corporations, divisions, and partnerships, and each of their respective successors, parents, principals, and other affiliated corporations, divisions, subsidiaries, partnerships, officers, directors, shareholders, employees, predecessors, assigns, representatives, members, benefits plan administrators, fiduciaries, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys, trustees, equity sponsors, joint employers, alter-egos, joint venturers, auditors, consultants, and any past, present, or future officers, directors and employees), each in their individual and corporate capacities, and each of their predecessors, successors, heirs, and assigns, and any individual or entity which could be, or could be alleged to be, jointly liable with Defendant.

DISPUTE OF WEEKS/PAY PERIODS WORKED FORM

***Jones et al. v. Marriott International, Inc., Superior Court of the
State of California, County of Orange, Case No. 30-2021-01183306-CU-OE-CXC***

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX – XX - _ _ _ _

If you are or have been employed by Marriott International, Inc. (“Defendant”) at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California as an hourly, non-exempt employee during any portion of the Class Period (February 8, 2017 to _____), then you are a Class Member.

The amount of your estimated Individual Class Payment is based upon the Workweeks you worked during the Class Period based on Defendant’s records, as set forth below and in the Class Notice you received. A “Workweek” means any week or weeks, respectively, during the Class Period in which a Class Member worked any hours for Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego.

I. YOUR COMPENSABLE WORKWEEKS

Defendant’s records show that during the Class Period (February 8, 2017 to _____), you worked as a non-exempt employee at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California, which qualifies you as a Class Member, and that your total number of Workweeks during the Class Period are:

<<NUMBER OF WEEKS>>.

II. YOUR ESTIMATED INDIVIDUAL CLASS PAYMENT

Based upon the numbers of Workweeks listed above, your estimated pre-tax Individual Class Payment is

<<INSERT>>.

III. YOUR COMPENSABLE PAGA PAY PERIODS

Defendant’s records show that during the PAGA Period (March 10, 2019 to _____), you worked as a non-exempt employee at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California, which qualifies you as an Aggrieved Employee. The amount of your estimated Individual PAGA Payment is based upon the PAGA Pay Periods you worked during the PAGA Period based on Defendant’s records, as set forth below and in the Class Notice you received. “PAGA Pay Period” or “PAGA Pay Periods” means any Pay Period or Pay Periods, respectively, during the PAGA Period in which an Aggrieved Employee worked any hours for Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego. Your total number of PAGA Pay Periods worked during the PAGA Period are:

<<NUMBER OF PAGA PAY PERIODS>>.

IV. YOUR ESTIMATED INDIVIDUAL PAGA PAYMENT

Based upon the numbers of PAGA Pay Periods listed above, your estimated Individual PAGA Payment is

<<INSERT>>.

V. CHALLENGE TO NUMBER OF WORKWEEKS / PAGA PAY PERIODS WORKED

If you believe that the number of Workweeks and/or PAGA Pay Periods stated above is correct, you do not have to do anything.

If you wish to dispute the number of Workweeks and/or PAGA Pay Periods worked listed above, you must complete and postmark this Dispute Form, and provide all supporting information and/or documentation, to the Administrator by <<RESPONSE DEADLINE>>.

Check the box below ONLY if you wish to dispute the information listed above:

☐ I wish to dispute the number of Workweeks and/or PAGA Pay Periods listed above. I believe the correct amount of my Workweeks during the Class Period is _____. I believe the correct amount of my PAGA Pay Periods during the PAGA Period is _____. I have included information and/or documentary evidence that support my dispute. I understand that, by submitting this dispute, I hereby authorize the Administrator to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Administrator. I also understand that Defendant's records will be determinative absent credible evidence to rebut the accuracy of those records.

I declare under penalty of perjury under the laws of the State of California that the information I provided in this Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____ _____ MAIL TO: Jones et al. v. Marriott International, Inc. Administrator c/o ILYM Group address
--

REQUEST FOR EXCLUSION FORM

Jones et al. v. Marriott International, Inc., Superior Court of the State of California, County of Orange, Case No. 30-2021-01183306-CU-OE-CXC

I confirm that I have received the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, which describes my rights and the options I may take in response to the parties' proposed Settlement in the above-referenced lawsuit.

By signing and returning this Request for Exclusion Form, I confirm that I wish to be removed from the proposed Class, that I do not want to participate as a Class Member, and that I do not want to be included in the proposed Class Settlement.

I understand and acknowledge that, by signing and submitting this form: (1) I will not receive any money from the proposed Settlement except my portion, if any, of the monies allocated in settlement of the California Labor Code Private Attorneys General Act of 2004 claim alleged by Plaintiffs in the above-referenced Action; (2) I will not be bound by the class portion of the proposed Settlement; and (3) I will not have any right to object to the proposed Settlement.

THIS EXCLUSION FORM MUST BE SIGNED, DATED, AND MAILED BY FIRST CLASS U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DATE] TO: JONES V. MARRIOTT INTERNATIONAL, INC. ADMINISTRATOR, C/O ILYM GROUP, [INSERT ADDRESS]

Name: _____

Address: _____

Telephone Number: _____

Last 4 Digits of SSN: _____

Approximate Dates of Employment with the
Defendant Marriott International, Inc.: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Sign your name here)

Date

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ERIN JONES and MATTHEW SHACHNO,
individuals, and on behalf of other members of
the general public similarly situated,

Plaintiffs,

v.

MARRIOTT INTERNATIONAL, INC., as
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: **30-2021-01183306-CU-OE-CXC**

OBJECTION FORM

Hearing Date:

Hearing Time:

Judge: Hon. Melissa McCormick

Dept.: CX104

OBJECTION FORM

USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT. TO OBJECT TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, INCLUDING: (1) YOUR FULL NAME, CURRENT ADDRESS, LAST FOUR DIGITS OF YOUR SOCIAL SECURITY NUMBER, AND YOUR SIGNATURE; (2) THE REASONS FOR THE OBJECTION (E.G., FACTUAL AND LEGAL BASIS FOR OBJECTION) WITH SUPPORTING DOCUMENTS, IF ANY, ON WHICH THE OBJECTION IS BASED; (3) WHETHER YOU ARE REPRESENTED BY AN ATTORNEY AND THE CONTACT INFORMATION OF ANY SUCH ATTORNEY; AND (4) WHETHER YOU INTEND TO APPEAR AT THE FINAL APPROVAL HEARING. YOU MUST MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR (ILYM GROUP) AT THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE _____.

[] I OBJECT to the *Jones et al. v. Marriott International, Inc.* Settlement for the following reasons:

[Form continues on reverse side]

(Your Signature)

(Date)

(Print Your Name)

(Your Address)

(Print Last Four Digits of Social Security Number)

(City/State/Zip Code)

Submit your fully completed and signed Objection Form as follows:

MAIL TO THE ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NOT LATER THAN
_____:

Jones et al. v. Marriott International, Inc. Administrator
c/o ILYM Group
[address]