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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE 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**

**AMENDED DECLARATION OF KYLE
NORDREHAUG IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND PAGA SETTLEMENT**

Hearing Date: April 11, 2024
Hearing Time: 2:00 p.m.
Reservation No. 74205686

Judge: Hon. Melissa McCormick
Dept.: CX104

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

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel of record for Plaintiffs Erin Jones and Matthew Shachno ("Plaintiffs") in this matter. As
4 such, I am fully familiar with the facts, pleadings and history of this matter. The following facts are
5 within my own personal knowledge, and if called as a witness, I could testify competently to the
6 matters stated herein.

7 2. I am submitting this amended declaration because the initial declaration filed on
8 January 13, 2024 erroneously included an incomplete Exhibit 1 which was missing signatures, and
9 this amended declaration corrects that mistake and attaches the correct and fully executed Class
10 Action and PAGA Settlement Agreement ("Agreement"). The Court should refer to this declaration
11 lieu of the one file on January 12, 2024. This **amended** declaration is being submitted in support of
12 Plaintiffs' unopposed motion for preliminary approval of the proposed class action and Private
13 Attorneys General Act ("PAGA") settlement with Defendant Marriott International, Inc.
14 ("Defendant"), which motion seeks entry of an order: (1) preliminarily approving the proposed
15 settlement of this class action with Defendant (and approving the proposed PAGA settlement); (2)
16 for settlement purposes only, conditionally certifying the Class, which is comprised of "all
17 individuals who are or have been employed by Defendant Marriott International, Inc. at either the
18 JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California as hourly, non-exempt
19 employees during any portion of the Class Period " which is February 8, 2017 through the date of
20 the Preliminary Approval Order, or through an earlier date pursuant to Section 9 of the Agreement
21 (defined below); (3) provisionally appointing Plaintiffs as the representatives of the Class; (4)
22 provisionally appointing Blumenthal Nordrehaug Bhowmik De Blouw LLP and Lawyers for Justice,
23 PC as Class Counsel; (5) approving the form and method for providing class-wide notice;
24 (6) directing that notice of the proposed settlement be given to the class; (7) appointing ILYM
25 Group as Administrator; and (8) scheduling a final approval hearing date to consider Plaintiffs'
26 motion for final approval of the settlement and for approval of attorneys' fees, expenses and service
27 payments. Attached hereto as Exhibit #1 is a copy of the fully executed Class Action and PAGA

1 Settlement Agreement (“Agreement”) along with exhibits thereto. The form of the Agreement is
2 based upon the Los Angeles County Superior Court model form for a class and PAGA settlement
3 and has been modified to abide by this Court's Guidelines for Approval of Class Action Settlements
4 & PAGA Settlements and any applicable Orange County Superior Court rules or guidelines. This
5 Declaration incorporates by reference the definitions in the Agreement, and all terms defined therein
6 shall have the same meaning as set forth in the Agreement.

7
8 Fairness of Settlement

9 3. As consideration for this Settlement, the Gross Settlement Amount is Two Million
10 Four Hundred Seventy Thousand Dollars and Zero Cents (\$2,470,000) (the “Gross Settlement
11 Amount”) to be paid by Defendant, as set forth in the Agreement. The Gross Settlement Amount
12 will settle all issues pending in the Action between the Parties and will be made in full and final
13 settlement of the Released Class Claims and Released PAGA Claims in exchange for the payments
14 to Participating Class Members and Aggrieved Employees from the Gross Settlement Amount, and
15 includes Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
16 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service
17 Payment, and the Administration Expenses Payment. (Agreement at ¶ 1.21.) The Gross Settlement
18 Amount does not include the employer’s share of payroll taxes which will be separately paid by
19 Defendant. (*Id.*) The Settlement is all-in with no reversion to Defendant and no need to submit a
20 claim form. (*Id.*) The following is a table of the key financial terms of the Settlement and the
21 proposed deductions:

22 **\$2,470,000** (Gross Settlement Amount)
23 - \$10,000 (Plaintiffs’ proposed service award not to exceed \$5,000 each)
24 - \$85,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
25 - \$822,510 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
26 - \$50,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
27 - \$25,000 (Administration Expenses Payment - not to exceed amount)
28 **\$1,477,490** (Net Settlement Amount)

29 4. The relief provided in the Settlement will benefit all members of the Class. The

1 Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any way.
2 Payments to the Class Members are all determined under a neutral methodology. Each Participating
3 Class Member will receive the same opportunity to participate in and receive payment through a
4 neutral formula that is based upon the Workweeks for that individual.

5 5. On June 8, 2023, the Parties participated in an all-day mediation session presided
6 over by Jeffrey Krivis, a respected and experienced mediator of wage and hour class actions. In
7 advance of and in preparation for the mediation, Defendant provided Class Counsel with extensive
8 payroll, time punch, and employment data and other pertinent information regarding the Class
9 Members, various internal documents, and other compensation and employment-related materials.
10 Class Counsel analyzed the data with the assistance of damages expert Berger Consulting and
11 prepared and submitted a mediation brief to the mediator. The final settlement terms were
12 negotiated and set forth in the Agreement now presented for this Court's approval. Importantly,
13 Plaintiffs and Class Counsel believe that this Settlement is fair, reasonable and adequate.

14 6. Based upon 2,137 Class Members who collectively worked approximately 237,767
15 Workweeks, the Gross Settlement Amount provides an average value of \$1,155 per Class Member
16 and more than \$10 per Workweek and after deductions the Net Settlement Amount provides an
17 average recovery of \$691.38 per Class Member and a recovery of \$6.21 per Workweek. The
18 calculations to determine Plaintiffs' claimed amount due to the Class at the time of the mediation
19 were calculated by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims are
20 at issue in this Action, Plaintiffs utilized the expert to analyze the data and determine the potential
21 unpaid wages for the employees. The maximum potential damages were calculated to be
22 \$5,167,678 for the alleged unpaid minimum and overtime wages due to off the clock, or during
23 break, work based upon 15 minutes per shift, \$483,703 for alleged meal period damages based upon
24 a 3.6% potential violation rate for shifts worked and after deducting the amount already paid for
25 meal period premiums, \$588,971 for alleged rest period damages based upon the same potential
26 3.6% violation rate, \$520,025 for alleged unreimbursed business expenses for uniform maintenance,
27 cleaning, and/or purchase and personal cell phone usage at \$10 per month, and \$877,827 for alleged

underpayment of gratuity compensation payments. Failure to properly or accurately calculate and/or pay all wages/compensation (including based on the “regular rate” of pay) are derivative (including regarding sick pay wages). As a result, the total damage valuation was calculated that Defendant was subject to a maximum damage claim in the amount of \$7,638,204. As to potential penalties, Plaintiff calculated that potential waiting time penalties were a maximum of between \$1,032,379 and \$4,129,514, depending on the predicate violation, and potential wage statement penalties were \$7,397,104. The California Business & Professions Code §§ 17200, *et seq.* and failure to keep/maintain complete and accurate records claims are derivative and encompassed within the above valuations. There is no prospective injunctive relief provided by this Settlement, so there is no value being given to prospective injunctive relief. Defendant vigorously disputed Plaintiffs’ calculations and exposure theories. Consequently, the Gross Settlement Amount of \$2,470,000 represents more than 32% of the maximum value of the alleged damages at issue in this case at the time this Settlement was negotiated.¹ The above maximum calculations should then be adjusted in consideration for both the risk of class certification and the risk of establishing class-wide liability on all claims. Given the amount of the settlement as compared to the potential value of claims in this case and the defenses asserted by Defendant, this settlement is fair and reasonable.

Procedural History of the Litigation

7. **The Actions:** This Settlement involves four different lawsuits filed against Defendant by the Plaintiffs.

A. On March 10, 2020, Plaintiff Shachno filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations. This PAGA Notice is attached

¹ Because the PAGA claim is not a class claim and primarily is paid to the State of California, Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The PAGA claim is addressed below at ¶33.

1 hereto as Exhibit #3 for the Court's reference. On July 13, 2020, Plaintiff
2 Shachno filed a PAGA-only complaint against Defendant on behalf of all
3 non-exempt employees of Defendant in California, which was captioned
4 *Shachno v. Marriott International, Inc.*, Superior Court of California, County
5 of San Diego Case No. 37-2020-00024021-CU-OE-CTL ("*Shachno I*"). In
6 *Shachno I*, Plaintiff Shachno sought civil penalties under PAGA for the
7 following alleged violations: (1) unpaid wages; (2) meal period violations; (3)
8 rest period violations; (4) failure to pay wages due during employment and
9 upon separation of employment; (5) failure to issue accurate itemized wage
10 statements and maintain records; (6) failure to indemnify for expenditures or
11 losses in discharge of duties; and (7) failure to provide gratuities.

12 B. On February 8, 2021, Plaintiff Jones filed a putative class action complaint
13 against Defendant (and non-entity "JW Marriott Anaheim Resort") seeking
14 recovery of damages for all non-exempt employees of Defendant in
15 California, which was captioned *Jones et al. v. JW Marriott Anaheim Resort*
16 *et al.*, Superior Court of the State of California, County of Orange Case No.
17 30-2021-01183306-CU-OE-CXC ("*Jones I*"). On April 15, 2021 Defendant
18 filed a Notice of Removal of *Jones I* to the U.S. District Court for the Central
19 District of California (Case No. 8:21-cv-00703). On May 13, 2021, Plaintiff
20 Jones filed a First Amended Complaint ("FAC") in federal court. On June
21 17, 2021, the federal court remanded *Jones I* back to the state court. Plaintiff
22 Jones's class action FAC alleges the following claims: (1) unpaid wages; (2)
23 meal period violations; (3) rest period violations; (4) failure to pay wages due
24 during employment and upon separation of employment; (5) failure to issue
25 accurate itemized wage statements and maintain records; (6) failure to
26 indemnify for expenditures or losses in discharge of duties; and (7) violation
27 of Business and Professions Code Sections 17200 et seq.

1 C. On July 7, 2021, Plaintiff Jones filed with the LWDA and served on
2 Defendant a notice under Labor Code section 2699.3 identifying the alleged
3 Labor Code violations to recover civil penalties on behalf of Aggrieved
4 Employees for various Labor Code violations. This PAGA Notice is attached
5 hereto as Exhibit #3 for the Court's reference. On September 10, 2021,
6 Plaintiff Jones filed a PAGA-only complaint against Defendant (and
7 non-entity "JW Marriott Anaheim Resort") on behalf of all non-exempt
8 employees of Defendant in California, which was captioned *Jones et al. v. JW*
9 *Marriott Anaheim Resort et al.*, Superior Court of California, County of
10 Orange Case No. 30-2021-01220455 ("*Jones II*"). *Jones II* sought civil
11 penalties under PAGA for the following alleged violations: (1) unpaid wages;
12 (2) meal period violations; (3) rest period violations; (4) failure to pay wages
13 due during employment and upon separation of employment; (5) failure to
14 issue accurate itemized wage statements and maintain records; and (6) failure
15 to indemnify for expenditures or losses in discharge of duties.

16 D. On May 23, 2022, Plaintiff Shachno filed a putative class action complaint in
17 San Diego County Superior Court Case No. 37-2022-00019579 against
18 Defendant seeking recovery of damages for all non-exempt employees of
19 Defendant in California ("*Shachno II*"). On August 18, 2022, Defendant
20 filed a Notice of Removal of *Shachno II* to the U.S. District Court for the
21 Southern District of California, which was captioned *Shachno v. Marriott*
22 *International, Inc.*, Case No. 3:22-cv-01215-TWR-JLB after removal, and
23 *Shachno II* has been proceeding in federal court. The class action complaint
24 in *Shachno II* alleges the following claims: (1) unpaid wages; (2) meal period
25 violations; (3) rest period violations; (4) failure to pay wages due during
26 employment and upon separation of employment; (5) failure to issue accurate
27 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.

8. As part of this Settlement, on or about January 8, 2024, Plaintiffs filed a Second Amended Complaint in *Jones I* (via joint Stipulation). This Second Amended Complaint is referred to as the "Operative Complaint". This Operative Complaint conforms 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 the Agreement. The Operative Complaint was revised to: (i) include Shachno as a named 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. After the filing of the Operative Complaint in *Jones I*, the Parties will effectuate the dismissal in the *Shachno I*, *Shachno II*, and *Jones II* actions pursuant to paragraph 2.9 of the Agreement, leaving only the *Jones I* action with all of the claims and Parties consolidated in one action for purposes of approval.

9. There was extensive litigation and discovery performed in the Actions. In *Shachno I*, the Parties both engaged in multiple rounds of written discovery. This discovery also involved multiple conferences between counsel, an informal discovery conference, and two contested motions to compel by Plaintiffs. In addition, the deposition of Plaintiff Shachno was taken by Defendant, and the deposition of Defendant's person most knowledgeable (Peter Bissell) was taken by Plaintiffs on July 19, 2021. In *Shachno I*, the Defendant also moved for summary judgment

1 and/or adjudication and obtained summary adjudication on the merits of the statewide PAGA claims
2 against Defendant alleging failure to pay minimum wages, overtime wages, and gratuities. The
3 Order granting summary adjudication dated November 22, 2022 is attached hereto as Exhibit #4. In
4 *Shachno II*, the Parties likewise performed extensive discovery, which similarly included several
5 sets of written discovery, multiple conferences between counsel, an informal discovery conference,
6 and two contested motions to compel. The Declaration of Brian St. John at ¶¶ 8-12 details the work
7 done by co-counsel in *Jones I* and *Jones II*.

8 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
9 including depositions, formal and informal discovery, the production of documents which consisted
10 of 33,000 pages, class data, and other information, allowing for the full and complete analysis of
11 liabilities and defenses to the claims in the Action. Plaintiffs performed formal discovery, which
12 included the production and analysis of hundreds of pages of documents. The information for
13 mediation obtained by Plaintiff included: (1) data concerning the class; (2) extensive payroll, time
14 punch, and employment data and other pertinent information regarding the Class Members; (3)
15 Defendant's wage and hour policies including compensation and employment-related materials; (4)
16 the employment files for the Plaintiffs; and, (5) samples of wage statements provided by Defendant.
17 As such, Class Counsel received the data and information for the Class, which was sufficient for
18 Plaintiffs' expert to prepare the valuations of the claims for the Class.

19 11. Class Counsel has extensive experience in litigating wage and hour class actions in
20 California. The Parties have vigorously litigated the Action since inception. During the course of
21 litigation, the Parties each performed analysis of the merits and value of the claims. As discussed
22 above, Plaintiffs and Defendant have engaged in significant discovery, research and investigation in
23 connection with the Action. Class Counsel has thoroughly analyzed the value of the claims during
24 the prosecution of this Action and utilized experts (DM&A and Berger Consulting) to perform an
25 analysis of the data and valuation of the claims. The CV for Eric Lietzow, a principal of DM&A is
26 attached hereto as Exhibit #5. The CV for Berger Consulting is attached hereto as Exhibit #6.

27 12. Plaintiffs and Defendant agreed to discuss resolution of the Action through a
28

1 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
2 documents and information in connection with the Action. To reach the Settlement now presented
3 to the Court, the Parties engaged in extensive negotiations which required three arms' length
4 mediation sessions:

- 5 A. **First Mediation:** On May 19, 2022, Defendant and plaintiff Shachno
6 participated in an all-day private mediation to potentially resolve *Shachno I*
7 and the soon to be filed class claims in *Shachno II*. The mediation was
8 conducted by experienced wage-and-hour mediator Mark S. Rudy. The
9 settlement discussions were conducted at arm's length. The Parties reached
10 an impasse at mediation. The Parties then continued to actively litigate their
11 respective claims and defenses.
- 12 B. **Second Mediation:** On August 18, 2022, Defendant and plaintiff Jones
13 participated in private mediation to potentially resolve *Jones I* and *Jones II*.
14 The mediation was conducted by experienced wage-and-hour mediator
15 Jeffrey Krivis. The settlement discussions were conducted at arm's length.
16 The Parties reached an impasse at mediation. With the assistance of the
17 mediator, the Parties continued to discuss potential resolution of these matters
18 in good faith and exchanged information to further their discussions.
- 19 C. **Third Mediation:** On June 8, 2023, the Parties participated in another
20 all-day mediation presided over by Jeffrey Krivis. Following the mediation,
21 the Parties agreed on the basic terms of a settlement pursuant to a mediator's
22 proposal. The Parties then negotiated the final terms of the settlement as set
23 forth in the Agreement. At all times, the negotiations were arm's length and
24 contentious.

25 13. Although a settlement has been reached, Defendant denies any liability or
26 wrongdoing of any kind associated with the claims alleged in the Actions and further deny that, for
27 any purpose other than settlement, the Actions are appropriate for class and/or representative

1 treatment. Defendant contends, among other things, that it has complied at all times with the
2 California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
3 Defendant contends that class certification is inappropriate for any reason other than for settlement.
4 Plaintiffs contend that Defendant violated California wage and hour laws. Plaintiff further contends
5 that the Action is appropriate for class certification on the basis that the claims meet the requisites
6 for class certification. Without admitting that class certification is proper, Defendant has stipulated
7 that the above Class may be certified for settlement purposes only. (Agreement at ¶ 13.2.) The
8 Parties agree that certification for settlement purposes is not an admission that class certification is
9 proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that the
10 Class could be certified absent a settlement. Solely for purposes of settling the Action, the Parties
11 stipulate and agree that the requisites for establishing class certification with respect to the Class are
12 satisfied.

13 14. Class Counsel investigated the facts of the class action. Extensive formal discovery
14 was performed, including multiple rounds of written discovery, depositions, and the production of
15 33,000 pages of relevant documents, and the Parties engaged in several discovery motions,
16 conferrals, and informal discovery conferences. Class Counsel engaged in a thorough review and
17 analysis of the relevant documents and data with the assistance of an expert. Accordingly, the
18 agreement to settle did not occur until Class Counsel possessed substantial and sufficient
19 information to make an informed judgment regarding the likelihood of success on the merits and the
20 results that could be obtained through further litigation. In addition, Class Counsel previously
21 negotiated settlements with other employers in actions involving nearly identical issues and
22 analogous defenses. Based on the foregoing data and their own independent investigation,
23 evaluation and experience, Class Counsel believes that the settlement with Defendant on the terms
24 set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in
25 light of all known facts and circumstances, including the risk of significant delay, defenses asserted
26 by Defendant, and potential appellate issues.

1 Settlement Terms and Plan of Allocation

2 15. The Gross Settlement Amount is Two Million Four Hundred Seventy Thousand
3 Dollars (\$2,470,000). (Agreement at ¶ 1.21.) Under the Settlement, the Gross Settlement Amount
4 consists of the following elements: (1) payment of the Individual Class Payments to the
5 Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation
6 Expenses Payment; (3) Administration Expenses Payment; (4) Class Representative Service
7 Payments to the Plaintiffs; (5) the Individual PAGA Payments; and (6) the LWDA PAGA Payment.
8 (Agreement at ¶ 1.21.) The Gross Settlement Amount does not include Defendant's share of payroll
9 taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to
10 Defendant. (Agreement at ¶ 3.1.)

11 16. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
12 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
13 Administrator 30 days after the Effective Date. (Agreement at ¶ 4.3.) The distribution of Individual
14 Class Payments to Participating Class Members along with the other Court-approved distributions
15 shall be made by the Administrator within thirty (30) business days after Defendant funds the Gross
16 Settlement Amount. (Agreement at ¶ 5.1.)

17 17. The amount remaining in the Gross Settlement Amount after the deduction of
18 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
19 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
20 Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement
21 Amount") shall be allocated to Participating Class Members as their Individual Class Payments.
22 (Agreement at ¶¶ 1.27 and 3.3.) From the Net Settlement Amount, the Individual Class Payment for
23 each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by
24 the total number of Workweeks worked by all Participating Class Members during the Class Period
25 and (b) multiplying the result by each Participating Class Member's Workweeks. (Agreement at ¶
26 3.3(e).) Workweeks will be based on Defendant's records, however, Class Members can challenge
27 their number of Workweeks.

1 18. Class Members may choose to opt-out of the Settlement by following the directions
2 in the Class Notice. (Agreement at ¶ 8.4, Ex. A.) All Class Members who do not “opt out” will be
3 deemed Participating Class Members who will be bound by the Settlement and will be entitled to
4 receive an Individual Class Payment. (Agreement at ¶ 8.4(c).) All Aggrieved Employees, including
5 those who submit an opt-out request, will still be paid their allocation of the PAGA Penalties and
6 will remain subject to the release of the Released PAGA Claims regardless of their request for
7 exclusion. (Agreement at ¶¶ 1.38, 6.3 and 8.4(c).) Finally, the Class Notice will advise the Class
8 Members of their right to object to the Settlement and/or dispute their Workweeks. (Agreement at
9 ¶¶ 8.5 and 8.6, Ex. A.)

10 19. A Participating Class Member must cash his or her Individual Class Payment check
11 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within
12 180 days will be voided and any funds represented by such checks shall be transmitted to the
13 California Controller’s Unclaimed Property Fund in the name of the Class Member thereby leaving
14 no “unpaid residue” subject to the requirements of C.C.P. § 384(b). (Agreement at ¶ 5.4.)

15 20. Subject to Court approval, the Parties have agreed on ILYM Group to administer the
16 settlement in this action (“Administrator”). (Agreement at ¶ 1.2.) The Administrator will be paid
17 for settlement administration in an amount estimated to be \$27,850. The Agreement originally
18 provided for Administration expenses not to exceed \$25,000 based upon an initial estimate,
19 however, after the execution of the Agreement when the final figure for class members was
20 ascertained, the revised administration estimate based upon the final class size is in the amount of
21 \$27,850. A copy of the Declaration of ILYM, which includes their experience, qualifications and
22 this revised estimate is attached hereto as Exhibit #7. Accordingly, the Parties have agreed there is
23 good cause to increase the Administration expenses to not to exceed \$27,850.

24 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
25 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
26 (Agreement at ¶ 3.3(b).) Class Counsel will also be allowed to apply separately for an award of
27 Class Counsel Litigation Expenses Payment in an amount not to exceed \$85,000. (Agreement at ¶

1 3.3(b).) Subject to Court approval, the Agreement provides for payments of no more than \$5,000
2 each to the Plaintiffs as the Class Representative Service Payment. (Agreement at ¶ 3.3(a).)

3 22. Subject to Court approval, the PAGA Penalties will be paid from the Gross
4 Settlement Amount for PAGA penalties. The PAGA Penalties are \$50,000. (Agreement at ¶
5 3.3(d).) Pursuant to the express requirements of California Labor Code § 2699(i), the PAGA
6 Penalties shall be allocated as follows: 75% shall be allocated to the LWDA as its share of the civil
7 penalties and 25% allocated to the Individual PAGA Payments to be distributed to the Aggrieved
8 Employees based on the number of their respective PAGA Pay Periods. (Agreement at ¶ 3.3(d).) As
9 set forth in the accompanying proof of service, the LWDA has been served with this motion and the
10 Agreement.

11
12 Risks of Continued Litigation and Standards for Approval

13 23. Plaintiffs and Class Counsel recognize the expense and length of continuing to
14 litigate and trying this Action against Defendant through possible appeals which could take several
15 years. Class Counsel has also taken into account the uncertain outcome and risk of litigation,
16 especially in complex class actions such as this Action. Class Counsel is also mindful of and
17 recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the
18 Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the
19 Settlement set forth in the Agreement is in the best interest of the Class Members.

20 24. Here, a number of defenses asserted by Defendant present serious threats to the
21 claims of the Plaintiffs and the other Class Members. Defendant asserted that its procedures and
22 practices complied with all applicable labor and employment laws. As examples only, Defendant
23 argued that Class Members were paid for all time worked, that all work time was timely, properly,
24 and accurately recorded, and that all wages were properly paid (including, but not limited to,
25 minimum wages, overtime wages, sick pay wages, gratuities, meal/rest break premiums, final pay
26 wages, and the like). Defendant contended that its meal and rest period policies and practices fully
27 complied with California law and Defendant did not fail to provide the opportunity for legally

1 required meal and rest breaks (or otherwise paid the premium where applicable). Defendant
2 contended that there was no failure to pay for business expenses. For instance, Defendant
3 contended that (i) any uniform maintenance, cleaning, or purchase costs were either paid or not
4 legally required to be paid; and (ii) any personal cell phone usage for business purposes was strictly
5 against company policy, and, if it occurred, such usage was merely convenient and voluntary such
6 that reimbursement was not legally required. Finally, Defendant could argue that the Supreme
7 Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims,
8 on liability, value, and class certifiability as to the meal and rest period claims. Defendant also
9 argues that based on its lawful practices, Defendant acted in good faith and without willfulness,
10 which if accepted would negate the claims for waiting time penalties and/or inaccurate wage
11 statements. If successful, Defendant's defenses could eliminate or substantially reduce any recovery
12 to the Class. Plaintiffs believe these defenses have potential merit and therefore present a serious
13 risk to recovery by the Class.

14 25. There was also a significant risk that, if the Action was not settled, Plaintiff would be
15 unable to obtain a certified class and maintain the certified class through trial, and thereby not
16 recover on behalf of any other employees. At the time of the mediation, Defendant forcefully
17 opposed the propriety of class certification, arguing, among other things, that individual issues
18 precluded class certification. Class Counsel is aware of other cases where certification of similar
19 claims was denied. Further, as demonstrated by the California Supreme Court decision in *Duran v.*
20 *U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-
21 wide recovery even where the class has been certified. While other cases have approved class
22 certification in wage and hour claims, class certification in this action was hotly disputed and the
23 maintenance of a certified class through trial was by no means a foregone conclusion.

24 26. This settlement is therefore certainly entitled to preliminary approval. Were this
25 case to go to trial, the Plaintiffs and the other class members would need to prove, among other
26 things, that wages were owed on a class-wide basis. This was and is a substantial risk.

27 27. Plaintiffs will apply to the Court for Class Representative Service Payments in

1 consideration for their service and for the risks undertaken on behalf of the Class. (Agreement at ¶
2 3.3(a).) Plaintiffs performed their duties admirably by working with Class Counsel for several years
3 in this litigation. The Declarations of the Plaintiffs are submitted herewith in support. At this stage,
4 the requested service award of \$5,000 is well within the accepted range of awards for purposes of
5 preliminary approval. *See e.g. Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386
6 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment was \$351); *Holman v.*
7 *Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000
8 service award where class member recovery was \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007
9 U.S. Dist. LEXIS 14740, 2007 WL 671334 (D. Or. 2007) (approving award of \$10,000 where class
10 member recoveries were as little as \$150); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL
11 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in
12 overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. Jan. 27 2007)
13 (awarding \$25,000 service award in overtime class action and a pool of \$100,000 in enhancements).
14 As explained in *Glass*, service awards are routinely awarded to class representatives to compensate
15 the employees for the time and effort expended on the case, for the risk of litigation, for the fear of
16 suing an employer and retaliation therefrom, and to serve as an incentive to vindicate the statutory
17 rights of all employees. 2007 WL 221862 at *16-17. Below, I have provided a long list of similar
18 Court-approved service awards.

19 28. The stage of the proceedings at which this Settlement was reached also militates in
20 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
21 conducted a thorough investigation into the facts of the class action. Class Counsel began
22 investigating the Class Members' claims well before the Action was filed, and during the course of
23 litigation, Class Counsel performed formal and informal discovery which included the production of
24 tens of thousands of pages of relevant employment documents. Class Counsel conducted an
25 extensive review and analysis of the relevant documents and data. Class Counsel was also
26 experienced with the claims at issue here, as Class Counsel previously litigated and settled similar
27 claims in other actions. Accordingly, the agreement to settle did not occur until Class Counsel

1 possessed substantial and sufficient information to make an informed judgment regarding the
2 likelihood of success on the merits and the results that could be obtained through further litigation.

3 29. Based on the foregoing data and their own independent investigation and evaluation,
4 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
5 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
6 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
7 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that Counsel
8 for both Parties possessed sufficient information to make an informed judgment regarding the
9 likelihood of success on the merits and the results that could be obtained through further litigation.

10
11 Class Certification Issues

12 30. Plaintiffs contend that the proposed settlement meets all of the requirements for class
13 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
14 the Court may appropriately approve the Class as defined in the Agreement. This Court should
15 conditionally certify the Class for settlement purposes only, defined as follows:

16 All individuals who are or have been employed by Defendant at either the JW
17 Marriott Anaheim or the Marriott Marquis San Diego hotels in California as hourly,
non-exempt employees during any portion of the Class Period.

18 (Agreement at ¶ 1.5.)

19 The Class Period is February 8, 2017 through the date of the Preliminary Approval Order, or
20 through an earlier date pursuant to Section 9 of the Agreement. (Agreement at ¶ 1.12.)

21 a. **Numerosity** - Here, Plaintiffs assert that the 2,137 current and former
22 employees that comprise the Class can be identified based on Defendant's records and are
23 sufficiently numerous for class certification.

24 b. **Common Issues Predominate** - Here, Plaintiffs contend that common
25 questions of law and fact are present based on Defendant's alleged unlawful policies, practices, or
26 procedures. Common questions include, for instance, whether Defendant unlawfully failed to
27 properly and accurately calculate and pay all overtime, regular, minimum and premium wages

(including for sick pay), gratuities, and other compensation, whether Defendant's failure to pay wages or other compensation, without abatement or reduction, in accordance with the California Labor Code, was willful, whether Defendant failed to provide fully compliant meal and rest periods to Class Members, or proper premiums in lieu thereof, whether Class members were lawfully compensated for all hours worked at their correct rates of pay, whether Defendant failed to provide required business expense reimbursements, whether Defendant failed to provide accurate itemized wage statements, wage reporting, and records maintenance as required by applicable law, whether Defendant failed to pay all wages due within the required time during employment and/or upon discharge or resignation, whether Defendant engaged in unfair business practices in violation of California Business & Professions Code § 17200 et seq., and whether Class Members are entitled to damages, compensation, and/or penalties as a result of these practices, and the like. Plaintiffs contend that certification of this Class is appropriate because Defendant allegedly engaged in uniform practices with respect to the Class Members. As a result, these common questions of liability could be answered on a class wide basis.

c. **Typicality** - In the Action, Plaintiffs contend that the typicality requirement is fully satisfied. Plaintiffs, like every other member of the Class, were employed by Defendant as non-exempt employees at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels, and, like every other member of the Class, were subject to the same employment practices. Plaintiffs, like every other member of the Class, also claim owed compensation as a result of the Defendant's uniform company policies and practices. Thus, the claims of Plaintiff and the members of the Class arise from the same course of conduct by Defendant, involve the same issues, and are based on the same legal theories.

d. **Adequacy** - Plaintiffs contend that the Class Members are adequately represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest with other class members, and (b) will prosecute the case vigorously on behalf of the class. This requirement is met here. First, Plaintiffs are well aware of their duties as the representatives of the Class and have actively participated in the prosecution of this case to date. Plaintiffs effectively

1 communicated with Class Counsel, provided documents and information to Class Counsel,
2 participated in the investigation and resolution of the Action, and responded to discovery. The
3 personal involvement of the Plaintiffs was essential to the prosecution of the Action and the
4 monetary settlement reached. Second, Plaintiffs retained competent counsel who are experienced in
5 employment class actions and who have no conflicts. Third, there is no antagonism between the
6 interests of the Plaintiffs and those of the Class. Both the Plaintiffs and the Class Members seek
7 monetary relief under the same set of facts and legal theories.

8 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
9 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
10 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
11 experience. We have handled a number of class actions and complex cases and have acted both as
12 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
13 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
14 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
15 employment law class actions, including claims for misclassification, overtime, expense
16 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
17 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
18 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
19 adequate counsel by the courts throughout California. We have been approved as experienced class
20 counsel by both state and federal courts in California in contested class certification proceedings. A
21 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
22 settlement is defined as "all individuals who are or have been employed by Defendant at either the
23 JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California as hourly, non-exempt
24 employees during any portion of the Class Period." I have reviewed my firm's cases and
25 representation of other plaintiffs and there is no conflict or representation which would prevent my
26 firm from representing the interests of the Class in this case. My firm only represents employees,
27 and not employers. My firm has never represented Defendant nor any affiliate of the Defendant.

1 My firm's only interest in the subject matter of this litigation is to ensure a recovery to the Class and
2 to maximize that recovery. Finally, our allegiance to the Class and the claims of the Class is not
3 inconsistent with our allegiance to pursue the claims on behalf of other employees and classes as the
4 claims are all against different and distinct employers. I can think of no conflict that would arise in
5 our representation of the Class and our adequate representation of the Class is evidenced by the
6 successful prosecution of the class claims to reach an excellent recovery for the Class. Moreover,
7 neither the Plaintiffs nor Class Counsel have any affiliation with the Administrator for this
8 settlement. Thus, the adequacy requirement for my firm is satisfied.

9 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
10 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
11 "A" to the Agreement.) A Spanish translation of the Class Notice Packet will be included in the
12 mailing. (Agreement at ¶ 1.11.) The Class Notice will include, among other information: (i)
13 information regarding the Action; (ii) the impact on the rights of the Class Members if they do not
14 opt out, including a description of the applicable releases; (iii) information to the Class Members
15 regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual Class
16 Payment for each of the Class Members; (iii) the amount of attorneys' fees and expenses to be
17 sought; (v) the amount of the Plaintiffs' service award requests; and (vi) the anticipated expenses of
18 the Administrator. Pursuant to the Court's guidelines, the Class Notice mailing will also include an
19 Objection form, Exclusion form and Dispute form. (Agreement at ¶ 1.11.) The Class Notice will
20 state that the Class Members shall have forty-five (45) days from the date that the Class Notice is
21 mailed to them (the "Response Deadline") to request exclusion (opt-out) or to submit a written
22 objection, which will be extended to sixty (60) days in the event of a re-mailing. (Agreement at ¶¶
23 1.18, 1.43, 8.4, 8.6.) Class Members shall be given the opportunity to object to the Settlement
24 and/or requests for attorneys' fees and expenses and to appear at the Final Approval Hearing.
25 (Agreement at ¶ 8.6.) Class Members who do not submit a timely and proper request to opt-out will
26 automatically receive a payment of their Individual Class Payment. This notice program was
27
28

1 designed to meaningfully reach the Class Members and it advises them of all pertinent information
2 concerning the Settlement.

3
4 33. The PAGA Claim - There are an estimated 1,766 Aggrieved Employees who
5 collectively worked 129,197 pay periods. Under the Agreement, the PAGA Penalties to be paid are
6 \$50,000, which is then allocated 75% (\$37,500) to the LWDA PAGA Payment and 25% (\$12,500)
7 to the Individual PAGA Payments to be paid to the Aggrieved Employees. As such, the Aggrieved
8 Employees, who are also eligible for their Individual Class Payment, will receive an average
9 payment of \$7.07 as their Individual PAGA Payment.

10 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
11 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
12 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
13 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
14 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
15 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
16 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
17 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
18 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
19 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
20 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
21 class members." (LWDA Response at p.4).

22 b. **Valuation of the PAGA Claim.** For mediation, Plaintiffs calculated the
23 value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between
24 \$6,459,850 and \$12,919,700 for a single violation in every one of the 129,197 pay periods at issue
25 in the PAGA Period, depending on whether the violation was \$50 per pay period as in the case of
26 Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code
27 § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate

1 per pay period but without stacking.² The PAGA allocation in the Settlement is the amount of
2 \$50,000. This allocation is justified by several important considerations. First, the PAGA claim
3 was subject to the same risks as the underlying class claims. Second, Defendant asserted additional
4 defenses to the PAGA claim, not only as to liability and manageability, but also as to the amount of
5 the penalties. Defendant could also argue that no penalties prior to the PAGA notification should be
6 awarded, and I am aware of one Court which has so ruled. These additional defenses present a real
7 risk to the PAGA claim and the potential that some or all of the PAGA penalties sought may not be
8 awarded, accordingly, recovery for the Aggrieved Employees could potentially be \$0. Third, in
9 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which
10 only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties
11 awarded could be significantly less than Plaintiffs' calculation even where Plaintiff prevailed on the
12 PAGA claim. Even if we assume that violations for all 129,197 pay periods were established, using
13 the valuation from *Carrington* results in a potential recovery of only \$645,985 under PAGA. This
14 means that the PAGA allocation in the Agreement is a reasonable percentage of this potential
15 PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery under the
16 reasoning of the LWDA in *O'Connor v. Uber*.

17 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
18 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
19 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
20 approximately 2% of the total settlement value to resolve the PAGA claims applicable to the class is
21 also supported by what has been approved in other wage-and-hour class settlements. Indeed, Courts
22 typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the total
23 settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA
24

25 ² Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
26 The valuation of between \$6,459,850 and \$12,919,700 is the civil penalty amount without stacking.
27 If stacking is permitted, then the valuation increases with each additional penalty added to each pay
28 period. Plaintiffs, however, are not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed.

1 Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*,
2 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5
3 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015)
4 (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist
5 Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of
6 \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D.
7 Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund
8 settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012)
9 (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement);
10 *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation
11 that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*,
12 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000,
13 with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420
14 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25
15 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC
16 (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA);
17 *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties
18 or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*,
19 Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or
20 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage*
21 *Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA
22 penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No.
23 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000
24 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017)
25 (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM*
26 *Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017)
27 (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI*

1 *Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as
2 PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*,
3 San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA
4 penalties or 0.37% of \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big*
5 *Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA
6 penalties or 0.33% of \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles
7 Superior Court No. BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000
8 settlement amount); *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000
9 allotted as PAGA penalties or 0.34% of \$1,450,000 settlement amount).

10
11 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
12 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
13 reasonable, and at the time of final approval, my firm will present lodestar to further support the
14 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
15 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
16 of the class action awards obtained by Class Counsel in similar employment actions throughout the
17 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
18 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
19 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
20 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
21 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
22 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
23 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
24 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
25 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
26 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
27 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange

1 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
2 third award in a wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker*
3 *Concrete*, (Santa Clara Superior Court Case No. 18CV328679) Judge Brian Walsh awarded Class
4 Counsel a one-third fee award in a wage and hour class settlement. On December 3, 2020, in
5 *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-
6 00245842) Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour
7 class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case
8 No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and
9 hour class settlement. On September 24, 2021, in *Prologistics Wage and Hour Cases* (Los Angeles
10 Superior Court Case No. JCCP 4881), Judge William Claster awarded Class Counsel a one-third fee
11 award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour*
12 *Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a
13 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*
14 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson
15 awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in
16 *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard
17 Ulmer awarded a one-third fee award in a wage and hour class action settlement. On May 23, 2022,
18 in *Ettegui v. WB Studio Enterprises Inc.*, (United States District Court, Central District of
19 California Case No. 2:20-cv-08053-MCS-JDE) Judge Mark C. Scarsi awarded a one-third fee award
20 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric*
21 *LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a
22 one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash*
23 *Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E.
24 Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10,
25 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-
26 2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a
27 wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*,

(San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D’Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On August 5, 2023, in *Correia v. Gallo Glass Company* (Stanislaus County Superior Court Case No. CV-21-006459) Judge Sonny Sandhu approved a one-third fee award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney approved a one-third fee award in a wage and hour class settlement. On October 20, 2023, in *Pond v. Glen Ivy Hot Springs* (Riverside County Superior Court Case No. CVRI2104986), Judge Harold W. Hopp awarded a one-third fee award in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Hoseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

35. Class Representative Service Payments - The reasonableness of the requested service

award is also established by reference to the amounts that other California courts have found to be reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013) (awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010) (awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012) (awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011) (awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010) (awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013) (awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011) (awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012) (awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012) (awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011) (awarding \$10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010) (awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010) (awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013) (awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011) (awarding \$10,000 enhancement

award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013) (awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011) (awarding \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx) (C.D. Cal. June 22, 2010) (awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012) (awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012) (awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16, 2013) (awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx) (C.D. Cal. Jan. 10, 2011) (awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013) (awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010) (awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

36. Potentially Related Other Actions - Other than the four Actions being resolved by this Settlement, the only other related cases pending against Defendant that would be impacted by this settlement are: (1) *Byas v. Marriott International, Inc.*, San Diego County Superior Court, Case No. 37-2022-00034435-CU-OE-CTL (class action); and (2) *Byas v. Marriott International, Inc.*, San Diego Superior Court, Case No. 37-2022-00043903-CU-OE-CTL (PAGA action). The four actions being settled here subsume the claims, employees and time periods at issue in both of the *Byas* actions.

1
2 37. Administration - After seeking bids from qualified administrators, the estimate from
3 ILYM Group was selected, as it provided for an estimate of \$27,850 to perform the settlement
4 administration for a Class of up to 2,200. I have used ILYM Group successfully as the
5 administrator in more than twenty class settlements in the last few years and know them to be
6 competent and experienced. My firm has no relationship or connection with ILYM Group, and thus
7 no conflict of interest exists. The Agreement originally provided for Administration expenses not to
8 exceed \$25,000 based upon an initial estimate, however, after the execution of the Agreement when
9 the final figure for class members was ascertained, the revised administration estimate based upon
10 the final class size is in the amount of \$27,850. Accordingly, the Parties have agreed there is good
11 cause to increase the Administration expenses to not exceed \$27,850. Attached hereto as Exhibit
12 #7, is a true and correct copy of the Declaration of Lisa Mullins from ILYM Group which
13 establishes its experience, qualifications and security procedures, and also attaches the estimate for
14 administration.

15
16 Service on the LWDA:

17 38. At the same time as the filing and service of this declaration, I am also serving the
18 LWDA with the entire motion for preliminary approval which includes the Class Action and PAGA
19 Settlement Agreement. This service is verified by the accompanying proof of service.
20

21 Tax Allocation:

22 39. The Individual Class Payments to Class Members are to be allocated 50% for wages
23 and 50% for non-wages, which includes statutory penalties, expenses reimbursement and interest.
24 (Agreement at ¶ 3.3(e)(i).) This allocation was negotiated between the Parties and were based upon
25 the relative values of the claims and the Parties respective views on the viability of such claims. As
26 discussed in paragraph 6 above, the wage claims had a maximum value of \$7.1 million, while the
27 claims for statutory penalties and expense reimbursement (non-wages) had a maximum value of \$8
28

1 to \$11 million, however, the penalty claims were derivative of the wage claims and presented
2 additional difficulties because of specific defenses applicable to the penalties. These considerations
3 resulted in an agreement that the tax allocations of 50/50 was reasonable because while the non-
4 wage claims could be valued slightly higher, they were also riskier as to the amount of recovery
5 because they were derivative and subject to unique defenses. The Individual PAGA Payments are
6 allocated entirely to penalties because they are not wages. (Agreement at ¶ 3.3(d)(ii).)
7

8 I declare under penalty of perjury under the laws of the State of California that the foregoing
9 is true and correct. Executed this 16th day of January, 2023, at La Jolla, California.

10 By: /s/ Kyle Nordrehaug
11 Kyle Nordrehaug
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EXHIBIT #1

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:

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Kyle R. Nordrehaug
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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

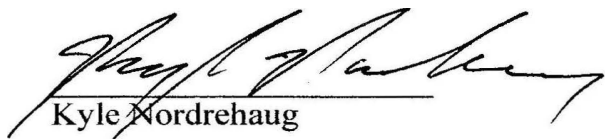


Matthew Shachno (Dec 28, 2023 01:17 EST)
Plaintiff Matthew Shachno

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 Aiwazian
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

Edwin Aiwanian
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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]

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

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2255 Calle Clara
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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
--

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”) with Defendant Marriott International, Inc. (“Defendant”), attorneys’ fees and costs, service
5 payments, and the expenses of the Administrator duly came on for hearing on _____
6 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
28

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
28

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
28

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
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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.

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
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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
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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 #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No. 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

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Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinart of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd’s 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central

Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #3

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:

1004

March 10, 2020

CA2062

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Marriott International, Inc.
Certified Mail # 70192280000189178472
CT Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant Marriott International, Inc. in California and classified as non-exempt employees during the time period of March 10, 2019 until a date as determined by the Court. Our offices represent Plaintiff Matthew Shachno (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Defendant Marriott International, Inc. (“Defendant”). Plaintiff was employed by Defendant in California from May of 2012 to December 31, 2019 as a non-exempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for all of their time worked, including minimum and overtime wages, and for all of their missed meal and rest breaks. Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Further, Defendant caused Plaintiff and Aggrieved Employees to forfeit gratuities left for them by customers to Defendant’s agents who provided no service to the customers that resulted in the gratuity. Labor Code § 351 expressly prohibits employers and their agents from collecting, taking, or receiving any portion of a gratuity. As a result, Defendant violated Labor Code § 351 and the holding in *O’Grady v. Merchant Exchange Productions, Inc.*, No. A148513 (Court of Appeals of California, First District, Division Two) by causing Plaintiff and other Aggrieved Employees

to forfeit their gratuities. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Relations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ *Nicholas J. De Blouw*

Nicholas J. De Blouw, Esq.

LAWYERS FOR JUSTICE®

7/7/2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: JW MARRIOTT ANAHEIM RESORT; MARRIOTT INTERNATIONAL, INC.

Dear Representative:

We have been retained to represent Erin Jones against JW Marriott Anaheim Resort and Marriott International, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "JW Marriott Anaheim Resort") for violations of California wage-and-hour laws. Mr. Jones seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Jones seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

JW Marriott Anaheim Resort employed Mr. Jones as an hourly-paid, non-exempt employee from approximately February 2020 to approximately March 2020, in the State of California. Pursuant to the Emergency Rules Related to COVID-19, Rule 9(a), "the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020."

The "aggrieved employees" that Mr. Jones may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, JW Marriott Anaheim Resort has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

JW Marriott Anaheim Resort required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, finding parking before work and waiting in line to clock in.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Jones and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Jones and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, JW Marriott Anaheim Resort required Mr. Jones and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. JW Marriott Anaheim Resort also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, JW Marriott Anaheim Resort failed to pay Mr. Jones and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, JW Marriott Anaheim Resort failed to pay Mr. Jones and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, JW Marriott Anaheim Resort did not provide Mr. Jones and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from JW Marriott Anaheim Resort were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr.

Jones and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Jones and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Jones and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Jones and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Jones and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, JW Marriott Anaheim Resort failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Jones and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, JW Marriott Anaheim Resort did not provide Mr. Jones and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, JW Marriott Anaheim Resort failed to pay Mr. Jones and other aggrieved employees half the usual or scheduled day's work in

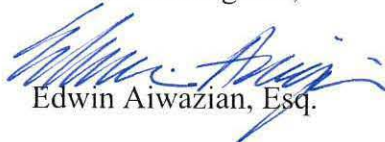
an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Jones and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, JW Marriott Anaheim Resort failed to pay Mr. Jones and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Jones and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Jones and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by JW Marriott Anaheim Resort. These costs include, but are not limited to, the use of personal phones for business-related purposes.

Therefore, on behalf of all aggrieved employees, Mr. Jones seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

JW Marriott Anaheim Resort
1775 S Clementine St
Anaheim, CA 92802

Marriott International, Inc.
c/o CT Corporation System
Agent for Service of Process
330 N. Brand Blvd
Glendale, CA 91203

JW Marriott Anaheim Resort
Marriott International, Inc.
c/o J. Scott Carr
Kabat Chapman & Ozmer LLP
Attorney
333 S. Grand Avenue, Suite 2225
Los Angeles, CA 90071

EXHIBIT #4

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN DIEGO**

MINUTE ORDER

DATE: 11/22/2022

TIME: 03:52:00 PM

DEPT:

JUDICIAL OFFICER PRESIDING: Ronald F. Frazier

CLERK: Sarah Doski

REPORTER/ERM:

BAILIFF/COURT ATTENDANT:

CASE NO: **37-2020-00024021-CU-OE-CTL** CASE INIT.DATE: 07/13/2020

CASE TITLE: **Shachno vs Marriott International Inc [IMAGED]**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

APPEARANCES

The Court, having taken the above-entitled matter under submission on 11/18/22 and having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, now rules as follows:

Defendant's Motion to Strike

Defendant Marriott International, Inc.'s Motion to Strike Private Attorneys General Act ("PAGA") Claim is DENIED. (ROA 110.)

In support of its motion, Defendant relies primarily on a Fifth District opinion that held, as a matter of first impression, "courts have inherent authority to ensure that PAGA claims can be fairly and efficiently tried and, if necessary, may strike a claim that cannot be rendered manageable." (*Wesson v. Staples Office Superstore, LLC* (2021) 68 Cal.App.5th 746, 765.)

A split of opinion has arisen on this issue. The Fourth District, Division One, recently rejected the *Wesson* rationale in *Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th 685. "After reviewing both perspectives, we respectfully disagree with *Wesson* and agree with the reasoning of the district courts that have refused to dismiss PAGA claims based on manageability." (*Estrada* at p. 711.)

Even more recently, the Ninth Circuit resolved a split of opinion among the federal district courts on this issue. "The [manageability] requirement cannot be imposed in PAGA actions under the guise of a court's inherent powers." (*Hamilton v. Wal-Mart Stores, Inc.* (2022) 39 F.4th 575, 590.)

The court finds the rationale of *Estrada* and *Hamilton* more persuasive.

Defendant's Motion for Summary Judgment

Defendant Marriott International, Inc.'s Motion for Summary Judgment, or Alternatively, Summary Adjudication is DENIED IN PART and GRANTED IN PART. (ROA 86.)

DATE: 11/22/2022

MINUTE ORDER

Page 1

DEPT:

Calendar No.

Defendant first asserts Plaintiff lacks standing to bring a claim under PAGA. "Only an *aggrieved employee* has PAGA standing." (*Kim v. Reins International California, Inc.* (2020)9 Cal.5th 73, 82 (emphasis in original).) Pursuant to statute, an aggrieved employee "means any person who was employed by the alleged violator and against whom *one or more* of the alleged violations was committed." (Lab. Code § 2699(c); *Kim* at p. 84.)

As to Issue No. 1, the motion is denied. Plaintiff has raised triable issues of material fact on the issue of standing sufficient to overcome the motion. (Pltf. Add'l Facts at ¶¶ 7-10, 30-33, 48-54.)

As to Issue Nos. 2, 3, 8, and 9, pertaining to Plaintiff's meal break, rest break, waiting time, and inaccurate wage statement claims, the motion is denied. Plaintiff has raised triable issues of material fact on this issue. (Pltf. Resp. Sep. Stmt. at ¶¶ 6-7, 9; Pltf. Add'l Facts at ¶¶ 10, 50-52.)

As to Issue Nos. 4 and 5, challenging Plaintiff's minimum wage and overtime claims, summary adjudication is granted. Defendant met its initial burden and Plaintiff did not sufficiently address these issues in his opposition memorandum.

As to Issue No. 6, the motion is denied. Defendant has not met its initial burden of proof to demonstrate Plaintiff's reimbursement claim is foreclosed.

As to Issue No. 7, pertaining to Plaintiff's Labor Code section 351 claim for failure to pay gratuities, the motion is granted. Defendant met its initial burden and Plaintiff did not sufficiently raise a triable issue of disputed fact. (Pltf. Resp. Sep. Stmt. at ¶¶ 72-76.)

Defendant's additional evidence submitted with the reply papers is untimely and was not considered.

Plaintiff's request for judicial notice is granted as to Exhibits 1 and 2 and denied as to Exhibit 3. Tentative rulings from other trial courts are not proper subjects of judicial notice and are not relevant to this court's determination of the motion before it.

Facts and evidence belong in a separate statement, legal citations and argument do not. (Code Civ. Proc. § 437c(b)(3); Cal. R. Court, rule 3.1350(d)(2), "The separate statement should include only material *facts*..." (emphasis added).) Legal argument in the statement only makes the court's duty to determine whether there is any *factual dispute* more difficult. To that end, the court disregarded the legal arguments both parties raised throughout their separate statements, except to the extent they were raised in the memoranda of points and authorities.

Likewise, lengthy legal argument does not belong in written objections on a summary judgment motion. Defendant submitted more than *fifty pages* of written objections with its reply papers. Written objections must follow the formatting requirements set forth in court rules. (Cal. R. Court, rule 3.1354(b).) Submitting multiple separate documents, all consisting of "objections," only make's the court's review of the evidence and evidentiary objections more difficult and does not assist Defendant's cause in raising an objection. To that end, the court disregarded the legal arguments Defendant raised in its written objections, except to the extent they were raised in Defendant's reply memorandum.



Judge Ronald F. Frazier

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

Central
330 West Broadway
San Diego, CA 92101

SHORT TITLE: Shachno vs Marriott International Inc [IMAGED]

CLERK'S CERTIFICATE OF SERVICE BY MAIL

CASE NUMBER:

37-2020-00024021-CU-OE-CTL

I certify that I am not a party to this cause. I certify that a true copy of the attached minute order was mailed following standard court practices in a sealed envelope with postage fully prepaid, addressed as indicated below. The mailing and this certification occurred at San Diego, California, on 11/22/2022.

Clerk of the Court, by: _____, Deputy

S. Doski
S. Doski

KRISTAPOR VARTANIAN
333 SOUTH GRAND AVENUE # 2225
LOS ANGELES, CA 90071

ABIGAIL S ROMERO
333 S GRAND AVENUE # SUITE 2225
LOS ANGELES, CA 90071

JOSEPH W OZMER
KABAT CHAPMAN & OZMER LLP
333 S GRAND AVENUE # 2225
LOS ANGELES, CA 90071

✓ NORMAN B BLUMENTHAL
BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
LLP
2255 CALLE CLARA
LA JOLLA, CA 92037

☐ Additional names and address attached.

CLERK'S CERTIFICATE OF SERVICE BY MAIL

Page: 1

EXHIBIT #5

PROFESSIONAL QUALIFICATIONS
ERIC R. LIETZOW, CPA/ABV
PRINCIPAL

PROFESSIONAL BACKGROUND

Mr. Lietzow brings 20 years of experience in litigation consulting and forensic accounting to Desmond, Marcello & Amster (“DM&A”). Mr. Lietzow specializes in the calculation of economic damages in connection with various types of litigation matters. These assignments regularly require the analysis of financial and/or operating data for the involved enterprise, research into economic and industry factors that may impact the analysis, the identification and quantification of economic damages resulting from alleged wrongful conduct, and the preparation of reports to summarize the work performed and opinions reached. For many of these projects, Mr. Lietzow is required to analyze vast amounts of data which he accomplishes by utilizing sophisticated database and spreadsheet modeling techniques.

Of additional relevance, Mr. Lietzow has been retained as an expert witness in numerous wage and hour class action matters. To calculate damages in these matters, he must analyze substantial volumes of data, including payroll records, time punch data, and other employment information. The specific damages calculated using this data typically include unpaid wages, underpaid overtime premiums, unpaid meal and rest break premiums, unreimbursed expenses, and various statutory and civil penalties resulting from labor code violations.

When not providing economic damage or forensic accounting services to clients, Mr. Lietzow is frequently involved in the valuation of businesses and other ownership interests for varying purposes, including gift and estate tax, shareholder dissolution, and eminent domain. Many of the assignments completed by Mr. Lietzow require the analysis of financial risks and uncertainties. In these instances, Mr. Lietzow regularly develops discount rates and required rates of return to properly account for the risks inherent to the cash flows being examined.

Previously, Mr. Lietzow had been involved with hundreds of class action notice and settlement administration projects. His responsibilities included class member database design and management, settlement allocation calculations, document preparation, coordination of notice procedures, implementation of claim form processing protocols, payroll and income tax return preparation, and overall project management.

Prior to joining DM&A, Mr. Lietzow was affiliated with BDO Seidman, Biggs & Company, and WGI Solutions.

EDUCATION

Mr. Lietzow holds a bachelor’s degree in business administration with an emphasis in accounting from California State University, Long Beach, where he graduated magna cum laude.

PROFESSIONAL AFFILIATIONS

Mr. Lietzow is a Certified Public Accountant (CPA) in California. He has also earned the Accredited in Business Valuation Credential (ABV), which is awarded by the American Institute of Certified Public Accountants (AICPA). He is a member of the AICPA, the California Society of CPAs (CalCPA) and the Association of Certified Fraud Examiners (ACFE).

TRIAL TESTIMONY

In re: Massoud Tayyar, Debtor (May 2015)

Analysis of reasonable interest rates on commercial loans in a bankruptcy action

Curtis Patton v. Dollar Tree Stores, Inc., et al. (November 2017)

Analysis of wage statement violations in connection with a wage and hour class action

Jacqueline Burnett v. Lenaj, Inc., et al. (December 2018)

Analysis of meal break and rest break violations in connection with an individual wage and hour action

Blanca Cueva, et al. v. Millennium Products, Inc., et al. (December 2021)

Analysis of unpaid overtime and meal and rest break violations in connection with three individual wage and hour matters

DEPOSITION TESTIMONY

American Construction v. Shered Holiday, LLC (August 2008)

Economic damage analysis in connection with a construction contract dispute

Enrique Esparza v. Safeway Inc., et al. (March 2013)

Analysis of meal break violations in connection with a wage and hour class action

Sherry Dobrosky v. Arthur J. Gallagher Service Company, LLC, et al. (December 2014)

Analysis of unpaid wages and meal break violations in connection with a wage and hour class action

Elliott Olvera v. El Pollo Loco, Inc., et al. (October 2015 and May 2018)

Analysis of unpaid wages in connection with a wage and hour class action

Christina Culley v. Lincare, Inc., et al. (June 2016)

Analysis of unpaid wages and meal break violations in connection with a wage and hour class action

Laurel Rowe v. Michaels Stores, Inc., et al. (August 2016)

Analysis of potential time shaving issues in connection with a wage and hour class action

Bonnie Cardoza v. Wal-Mart Associates, Inc., et al. (December 2016)

Analysis of unpaid wages and meal break violations in connection with a wage and hour class action

Lynn Metrow v. Liberty Mutual Managed Care, LLC, et al. (March 2017)

Analysis of unpaid wages in connection with a wage and hour class action

Curtis Patton v. Dollar Tree Stores, Inc., et al. (October 2017)

Analysis of wage statement violations in connection with a wage and hour class action

Marie Diaz-Sidbury v. Stanford Health Care, et al. (January 2018)

Analysis of meal break violations in connection with a wage and hour class action

Marchella Brooks v. Securitas Security Services USA, Inc. (March 2018)

Analysis of meal break and rest break violations in connection with an individual wage and hour action

Andrea Spears v. Health Net of California, Inc. (March 2019)

Analysis of meal break violations in connection with a wage and hour class action

La Tasha Coates v. United Parcel Service, Inc. (May 2019)

Analysis of potential meal break violations in connection with a wage and hour class action

Michael Kirby v. Kindred Healthcare Operating, LLC (January 2020)

Analysis of potential meal and rest break violations in connection with a wage and hour class action

Melody Armstrong v. Ruan Transport Corporation (June 2020)

Analysis of unpaid wages in connection with a wage and hour class action

Barbara Tavres v. Barnes & Noble, Inc. (April 2021)

Analysis of unpaid wages in connection with a wrongful termination matter

Fabian Gonzalez and Lori Sanchez v. HUB International Midwest Limited (April 2021)

Analysis of unpaid wages and meal and rest break violations in connection with a wage and hour class action

Ivan K. Stevenson v. Wai Ching Shilon (May 2022)

Analysis of lost earnings to a mediation practice in connection with a business interruption claim

Alfonso Ramirez-Vivar v. Grifols Diagnostic Solutions Inc. (July 2022)

Analysis of unpaid wages relating to regular rate issues in connection with a wage and hour class action

Jennifer Brum and Michael Camero v. Marketsource, Inc. (July 2022)

Analysis of noncompliant meal breaks and unpaid wages relating to regular rate issues in connection with a wage and hour class action

EXHIBIT #6

Bennett Berger



6121 Brentway Rd. Frisco, TX 75034 • Phone: 818-635-6613 • E-Mail: BergerBennett@gmail.com

Experience

Partner / Senior Data Analyst - Berger Consulting Group

June 2013 - Current

- Analyze small and large data sets for wage and hour class action lawsuits. Review data for patterns; group data using Pivot Tables and other complex equations in Excel to help identify relationships between sets of data.
- Use Excel extensively to write equations and macros to aid in quantitative damage models. Worked on over 2,500 wage and hour cases since 2013 in industries such as retail, healthcare, logistics, finance, hospitality, technology, and manufacturing.
- Perform data conversion using multiple commercial OCR software programs to transform small to large volumes of PDF images into searchable text format.
- Write case analysis summaries, detailed reports and declarations explaining the data and exposure models.
- Provide expert testimony of my findings.

Co-Founder / President - SD3D

January 2013 - 2023

- Extensive 3D printing knowledge of mechanics and materials as well as 3D design and 3D scanning. Robust knowledge of 3D printing file preparation software.
- Build Excel spreadsheets for cost analysis of 3D printing versus other manufacturing methods.
- Design the sales and marketing material for the business, along with developing the overall brand and sales strategies.
- Responsible for SD3D's finances, financial projections and investor relations.

Account Executive - Corporate Strategies Inc.

December 2011 - January 2013

- Market and analyze employee benefits for small group clients.
- Compose spreadsheets comparing current verses renewal and proposed insurance plans.
- Execute daily HR tasks for groups- enrollments, terminations, coverage changes, order ID cards, etc.
- Communicate to business owners as well as employees about their plan benefits and cost comparisons.
- Prepare proposals for individual health insurance clients.
- Organize current life insurance summaries and formulate new products ideas and changes.

Education

University of California, Santa Cruz

September 2007 - March 2011

Bachelors of Arts in Business Management Economics

Computer Skills

-Excel, PowerPoint, Word, Outlook, Omnipage PDF converter, ABBYY FineReader PDF converter, Adobe Acrobat Pro

Expert Testimony

Berger Consulting Group

- Turner v Charter Communications - AAA Case No. 01-22-0001-5254 - Deposition - February 16, 2023
- Harper v Charter Communications - AAA Case No. 01-19-0004-5743 - Deposition - September 28, 2021
- Feltzs v Cox Communications - Case No. 8:19-CV-02002-JVS-JDE - Second Deposition - September 22, 2021
- Domingo v Prime Healthcare Paradise Valley - Case No. 37-2019-00023576-CU-OE-CTL - Trial - August 11, 2021
- Domingo v Prime Healthcare Paradise Valley - Case No. 37-2019-00023576-CU-OE-CTL - Deposition - July 28, 2021
- Ward v Sutter Valley Hospitals - Case No. 2:19-CV-00581-KJM-AC - Deposition - June 16, 2021
- Sanchez v ARB, Inc. - Case No. 30-2016-00837130-CU-OE-CXC - Deposition - March 31, 2021
- Feltzs v Cox Communications - Case No. 8:19-CV-02002-JVS-JDE - Deposition - March 5, 2021
- Libreros v LLR, Inc dba Lularoe - Case No. RIC1714426 - Deposition - January 15, 2021
- Hankey v The Home Depot USA - Case No. 2:19-cv-00413-JAM-CKD - Deposition - November 13, 2020
- Mkhitarian v Bank of the West, - Case No. BC691989 - Deposition - September 17, 2020
- Santos v United Parcel Services, Inc. - Case No. 3:18-cv-03177-EMC - Deposition - September 1, 2020
- Cessna v Southern California Edison Company - Case No. BC689081 - Deposition - July 29, 2020
- Gamboa v PAFCO - Case No. CIVDS1605273 - Deposition - July 18, 2019
- Fuller v TWC - Case No. 3:17-cv-01513-DMS-AGS - Deposition - June 20, 2019
- Avila v Simply Right - Case No. BC538100 - Deposition - October 16, 2018
- Pineda v Lithographix - Case No. BC612372 - Deposition - February 9, 2018
- Cacho v Eurostar - Case No. BC558689 - Deposition - February 17, 2017
- Barajas v WHM - Case No. BC491045 - Deposition - November 28, 2016

EXHIBIT #7

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)
Aparajit Bhowmik (SBN 248066)
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**

DECLARATION OF LISA MULLINS

Judge: Hon. Melissa McCormick
Dept.: CX104

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

DECLARATION OF LISA MULLINS

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2. ILYM Group has extensive experience in disseminating class action notices and administering class action settlements, including direct mail services, telephone, and web-based support, database management, opt-out processing, and settlement fund distribution services for class actions ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct copy of ILYM Group's current CV, reflecting our primary competencies as they relate to class action administration. ILYM Group maintains the highest level of confidentiality. The class data and all forms of communication received by ILYM Group, Inc. will be held in strict confidentiality and will not be disclosed. ILYM Group, will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. Attached hereto, as **Exhibit B** is ILYM Group's Security Summary and Protocol. ILYM Group is insured with E&O and Cyber Insurance policies. ILYM Group is insured with E&O Insurance policies up to \$2,000,000 per incident and Cyber Insurance policies up to \$5,000,000 per incident.

4. If appointed by the Court to disseminate the class notice in this case, ILYM Group's duties will include but not limited to: (a) conducting address traces to locate class member addresses as necessary; (b) mailing the class notice to the class members; (c) handling inquiries from class members concerning the class notice; and (d) performing other such duties as the parties and/or the Court may direct.

1 number to receive correspondence and inquiries from class members. After receiving the class data file
2 from Defendant, which should contain the class members' names, last known addresses, and social
3 security numbers, ILYM Group will upload the data into our database and check for duplicates and
4 other possible discrepancies.

5 6. As part of the preparation for mailing the class notice, ILYM Group will process class
6 members' names and addresses against the National Change of Address ("NCOA") database,
7 maintained by the United States Postal Service ("USPS"), for the purpose of updating and confirming
8 the mailing addresses of the class members before mailing of the class notice and opt-in form. To the
9 extent an updated address is found in the NCOA database, ILYM Group will use the updated address
10 for mailing the class notice. If ILYM Group does not locate an updated address in the NCOA database,
11 it will use the original address provided by Defendant for mailing the class notice.

12 7. Should any class notices be returned to ILYM Group's office as undeliverable, ILYM
13 Group will attempt to locate an updated address using the NCOA database and/or other skip trace efforts
14 and will promptly re-mail the class notice.

15 8. Prior to sending out the notice in English & Spanish, ILYM Group will fill in the
16 specific date for the deadline so that all class members will be apprised of exactly when all applicable
17 forms will be due, depending on the deadlines set by the Court, i.e., 60-day Notice period to opt-out,
18 dispute or file an objection. At the expiration of the deadline, ILYM Group will inform all parties as to
19 the number and name of those individuals who filed a timely opt-out, dispute or objection.

20 9. ILYM Group's Disbursement Process will include but not limited to; (a) applying for the
21 case EIN; (b) establishing Qualified Settlement Fund ("QSF") Escrow Account), with administering
22 tasks including but not limited to overview and reconciliation of account; (c) calculating the individual
23 settlement amounts; (d) preparing, administering and distributing settlement award checks to the
24 Participating Class Members, including necessary tax forms (W2 and/or 1099); (e) calculating and
25 withholding all applicable state and federal taxes; and (f) performing other such duties as the Parties
26 and/or the Courts direct. The above services are included in ILYM Group's initial quote. Attached
27 hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's not to exceed quote for this matter.

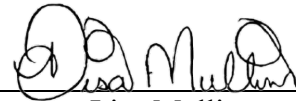
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DECLARATION OF LISA MULLINS

1 10. ILYM Group's fees are charged: hourly, fixed & per person. No additional charges will
2 be incurred unless the class size increases, or additional services are requested. ILYM Group's fees
3 associated with the administration of this settlement are: **\$27,850.00**.

4
5 I declare, under penalty of perjury under the laws of the United States of America and the State of
6 California that the foregoing is true and correct. Executed this 11th day of January 2024, at Tustin,
7 California.

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Lisa Mullins

DECLARATION OF LISA MULLINS

EXHIBIT “A”

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and is becoming the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- Securities
- Antitrust
- TCPA

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

Gerardo Mojica vs. Compass Group USA, Inc.

- Wage & Hour Case with a class size of 22,573

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Grinder, et al. v. Clark County Collection Service, LLC.

- TCPA Case with a class size of 15,659. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 97% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages.
All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID’s to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management:*** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- ***Check Printing and Mailing:*** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- ***Preparation, Filing and Reporting of Taxes:*** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report:*** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- ***Project Manager Final Report:*** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- ***Affidavits:*** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- ***Document Retention:*** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
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Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes
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EXHIBIT “C”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Marriott International, Inc. Settlement

Thursday, January 4, 2024

Requesting Attorneys Name: **Piya Mukherjee**
 E-Mail: piya@bamlawca.com
 ILYM Contact: Lisa Mullins
 E-Mail: Lisa@ilymgroup.com
 Contact Number: 714.878.8836

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	2,200
NCOA	Yes
Certified Spanish Translation	Yes
Case Duration (Year(s))	2

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	4	\$600.00
Programming of Class Database	Hourly	\$175.00	4	\$700.00
				Subtotal
				\$1,300.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	7	\$840.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	4	\$280.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s) via Mail, E-Mail & Fax	Hourly	\$70.00	4	\$280.00
Report Processing	Hourly	\$70.00	7	\$490.00
NCOA	Flat Rate	\$550.00	1	\$550.00
Toll Free Customer Service Representative	Flat Fee	\$500.00	1	\$500.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
Weekly Reports	Flat Rate	\$750.00	1	Waived
				Subtotal
				\$4,190.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
NOTIFICATION/MAILING				
Fulfillment of Notice, English & Spanish	Per Piece	\$1.50	2,200	\$3,300.00
USPS First Class Postage	Per Piece	\$0.83	2,200	\$1,826.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	440	\$880.00
Storage, Photocopies, Deliveries	Flat Fee	\$358.00	1	\$358.00

Subtotal \$6,364.00

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	10	\$1,500.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	10	\$1,250.00
Check, Stub & Release - Print & Mail (W-2 and/or 1099)	Per Check	\$1.50	2,200	\$3,300.00
USPS First Class Postage	Per Piece	\$0.63	2,200	\$1,386.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$2.00	220	\$440.00
Reminder Postcard, Includes Postage	Per Piece	\$1.00	770	\$770.00
Reminder Notice via Email and Social Media	Flat Fee	\$300.00	1	\$300.00
Preparation of Taxes	Hourly	\$120.00	14	\$1,680.00
Annual Filing of Tax Return	Per Year	\$1,500.00	2	\$3,000.00

**Additional Bank fees may apply*

Subtotal \$13,626.00

CASE CONCLUSION				
Data Manager Final Reporting	Flat Fee	\$100.00	4	\$400.00
Escheat Management-State Unclaimed Fund	Flat Fee	\$750.00	1	\$750.00
Project Manager Final Reporting	Hourly	\$120.00	6	\$720.00
Declaration	Hourly	\$125.00	4	\$500.00

Subtotal \$2,370.00

Total Case Estimate: \$27,850.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.