

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiffs Erin Jones and Matthew Shachno
2. Title of the proposed order:
[Proposed] Order Granting Motion for Preliminary Approval
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion for Preliminary Approval
 - b. Date and time: April 11, 2024 at 2:00 p.m.
 - c. Place: Dept. CX104
4. The proposed order was served on the other parties in the case.

/s/ Kyle Nordrehaug
(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:
Jones v. Marriott International

CASE NUMBER:
30-2021-01183306-CU-OE-CXC

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):
2255 Calle Clara, La Jolla, CA 92037

b. My electronic service address is (*specify*): kyle@bamlawca.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):
Tyler Johnson attorneys for Defendant

b. To (*electronic service address of*) kvartanian@kcozlaw.com

c. *person served*): On (*date*): 1/17/24

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

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

Date: January 17, 2024

Kyle Nordrehaug

(TYPE OR PRINT NAME OF DECLARANT)



/s/ Kyle Nordrehaug

(SIGNATURE OF DECLARANT)

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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: 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

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 April 11, 2024, 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

1 Court, having considered the briefs, argument of counsel and all matters presented to the Court
2 and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class
3 Action and PAGA Settlement.

4 **II.**

5 **FINDINGS**

6 1. The Court grants preliminary approval of the Settlement based upon the terms set
7 forth in the Class and PAGA Settlement Agreement ("Agreement") attached as Exhibit #1 to the
8 Amended Declaration of Kyle Nordrehaug in Support of Plaintiffs' Motion for Preliminary
9 Approval of Class Action and PAGA Settlement [ROA #217]. This is based on the Court's
10 determination that the Settlement set forth in the Agreement is within the range of possible final
11 approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure, the
12 Private Attorneys General Act ("PAGA"), and California Rules of Court, rule 3.769. This Order
13 incorporates by reference the definitions in the Agreement, and all terms defined therein shall have
14 the same meaning in this Order as set forth in the Agreement. Capitalized terms herein shall have
15 the definitions set forth in the Agreement.

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

1 The Settlement falls within the range of reasonableness and appears to be presumptively valid,
2 subject only to any objections that may be raised at the Final Approval Hearing and final approval
3 by this Court.

4 **III.**
5 **ORDERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 **IT IS SO ORDERED.**

26 Dated: _____

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

PRELIMINARY APPROVAL ORDER

Exhibit 1

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Why did I receive this Class Notice?

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

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

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

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

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

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

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

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

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

3. What are the terms of the Settlement?

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

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

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

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

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

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

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

4. What Do I Release Under the Settlement?

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

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

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

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

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

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

5. How much will my payment be?

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

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

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

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

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

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

6. How can I get a payment?

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

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

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

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

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

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

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

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

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

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

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

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

9. Who are the attorneys representing the Parties?

The addresses for Parties' counsel are as follows:

Class Counsel:

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

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

Counsel for Defendant:

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

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

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

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

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

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

Administrator:

Name of Company: ILYM Group

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

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

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

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

BY ORDER OF THE COURT

ATTACHMENT 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PAGA Members cannot opt out of this release of claims.

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

Exhibit 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Plaintiffs,

v.

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

Defendants.

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

OBJECTION FORM

Hearing Date:

Hearing Time:

Judge: Hon. Melissa McCormick

Dept.: CX104

OBJECTION FORM

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

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

[Form continues on reverse side]

(Your Signature)

(Date)

(Print Your Name)

(Your Address)

(Print Last Four Digits of Social Security Number)

(City/State/Zip Code)

Submit your fully completed and signed Objection Form as follows:

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

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

Exhibit 3

DISPUTE OF WEEKS/PAY PERIODS WORKED FORM

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

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

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

XX – XX - _ _ _ _

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

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

I. YOUR COMPENSABLE WORKWEEKS

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

<<NUMBER OF WEEKS>>.

II. YOUR ESTIMATED INDIVIDUAL CLASS PAYMENT

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

<<INSERT>>.

III. YOUR COMPENSABLE PAGA PAY PERIODS

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

<<NUMBER OF PAGA PAY PERIODS>>.

IV. YOUR ESTIMATED INDIVIDUAL PAGA PAYMENT

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

<<INSERT>>.

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

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

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

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

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

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

Dated: _____

Signature: _____

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

REQUEST FOR EXCLUSION FORM

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

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

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

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

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

Name: _____

Address: _____

Telephone Number: _____

Last 4 Digits of SSN: _____

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

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

(Sign your name here)

Date