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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 I through
100, inclusive,

Defendants.

Case No. 30-2021-01183306-CU-OE-CXC

**DECLARATION OF CASSANDRA
POLITES OF ILYM GROUP, INC.
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

HEARING INFO

Date: November 6, 2025
Time: 2:00 p.m.

1 I, Cassandra Polites, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned, *Jones et*
6 *al. v. Marriott International, Inc.* matter. I am authorized to make this declaration on behalf of
7 ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) translating the mailing
17 documents into Spanish and Tagalog; (b) printing and mailing the *Notice of Proposed Settlement*
18 *of Class Action and Hearing Date for Final Court Approval, Dispute Form, Exclusion Form, and*
19 *Objection Form*, in English, Spanish and Tagalog (referred to as “Class Notice Packet”); (c)
20 receiving and processing requests for exclusion and objections to the Settlement; (d) resolving
21 Class Members’ disputes over the number of workweeks Defendant has record of them working
22 during the Class Period, which was pre-printed on their individualized Class Notice; (e) establishing
23 a QSF account and calculating individual settlement award amounts; (f) processing and mailing
24 settlement award checks; (g) handling tax withholdings as required by the Settlement and the law;
25 (h) preparing, issuing and filing tax returns and other applicable tax forms; (i) handling the
26 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (j) performing
27 other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.
28

1 4. On June 5, 2025, ILYM Group received the Court approved text for the Class Notice
2 Packet from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice Packet,
3 which was approved by the Parties' Counsel prior to mailing.

4 5. On July 29, 2025, ILYM Group received the class data file from Counsel for
5 Defendant, which contained the name, social security number, last known mailing address, and the
6 number of workweeks for each Class Member and Aggrieved Employee. The data file was
7 uploaded to our database and checked for duplicates and other possible discrepancies. The Class
8 List contained unique records for 2,234 individuals who worked a total of 237,767 work weeks.

9 6. As part of the preparation for mailing, all 2,234 names and addresses contained in
10 the Class List were then processed against the National Change of Address ("NCOA") database,
11 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
12 the mailing addresses of the Class Members before mailing of the Class Notice Packet. The NCOA
13 contains requested change of addresses filed with the USPS. To the extent that an updated address
14 was found in the NCOA database, the updated address was used for the mailing of the Class Notice
15 Packet. To the extent that no updated address was found in the NCOA database, the original address
16 provided by Counsel for Defendants was used for the mailing of the Class Notice Packet.

17 7. On August 20, 2025, the Class Notice Packet was mailed, in English, Spanish, and
18 Tagalog via U.S First Class Mail, to all 2,234 individuals contained in the Class List. Attached
19 hereto, as **Exhibit A**, is a true and correct copy of the mailed Class Notice Packet.

20 8. As of the date of this declaration, 248 Class Notice Packets have been returned to
21 our office of which none were returned with a forwarding address. ILYM Group performed a
22 computerized skip trace on the 248 returned Class Notice Packets that did not have a forwarding
23 address, in an effort to obtain an updated address for the purpose of re-mailing the Class Notice
24 Packet. As a result of this skip trace, 176 updated addresses were obtained and the Class Notice
25 Packets were promptly re-mailed to those Class Members, via U.S. First Class Mail.

26 9. As of the date of this declaration, a total of 176 Class Notice Packets have been re-
27 mailed as a result of ILYM Group's skip tracing efforts.
28

1 10. As of the date of this declaration, a total of 72 Class Notice Packets have been
2 deemed undeliverable as no updated addresses were found notwithstanding the skip tracing.

3 11. As of the date of this declaration, ILYM Group has not received any request for
4 exclusion. The deadline to request exclusion from the Settlement is October 20, 2025.

5 12. As of the date of this declaration, ILYM Group has not received any objections to
6 the Settlement. The deadline to submit a written objection to the Settlement is October 20, 2025.

7 13. As of the date of this declaration, ILYM Group has not received any disputes from
8 a Class Member. The deadline to submit a work week dispute is October 20, 2025.

9 14. The Net Settlement Amount available to Participating Class Members is estimated
10 to be \$1,472,540.00 and was calculated by subtracting the requested attorneys' fees \$822,510.00,
11 the amount allocated for litigation costs and expenses \$85,000.00, the requested Class
12 Representative Service Payment \$10,000.00, the requested Administration Expenses Payment
13 \$29,950.00, the LWDA Payment \$37,500.00 and the PAGA Penalties allocation to Aggrieved
14 Employees \$12,500.00 from the Gross Settlement Amount \$2,470,000.00.

15 15. As of this date, there are 2,234 Class Members who did not submit a timely and
16 valid Request for Exclusion and are therefore deemed to be Participating Class Members. The
17 Individual Class Payment is allocated on a pro rata basis using their work weeks worked.

18 16. The *highest* Individual Class Payment to a Participating Class Member is currently
19 estimated to be approximately \$2,142.85, the *average* Individual Class Payment is currently
20 estimated to be approximately \$659.15 and, the *lowest* Individual Class Payment is currently
21 estimated to be approximately \$6.19. These amounts are subject to employee-side tax and
22 withholdings.

23 17. Pursuant to the Agreement, 25% of the PAGA Penalties payment (\$12,500.00) will
24 be allocated to Aggrieved Employees regardless of whether he or she opted out of the Class
25 Settlement ("Employee PAGA Amount"); Aggrieved Employees cannot opt out of the PAGA
26 Settlement. The Employee PAGA Amount is allocated on a pro rata basis using their PAGA Pay
27 Periods. There are 1,877 Aggrieved Employees who worked 151,772 pay periods during the PAGA
28 period.

1 18. The *highest* Individual PAGA Payment to an Aggrieved Employee is currently
2 estimated to be approximately \$19.93, the *average* Individual PAGA Payment is currently
3 estimated to be approximately \$6.66 and the *lowest* Individual PAGA Payment is currently
4 estimated to be approximately \$0.08.

5 19. As to the named Plaintiffs, for Plaintiff Shachno, the estimated Individual Class
6 Payment is \$854.66 and the estimated Individual PAGA Payment is \$3.13, and for Plaintiff Jones,
7 the estimated Individual Class Payment is \$18.58 and the estimated Individual PAGA Payment is
8 \$0.25.

9
10 20. ILYM Group's total fees and costs for services in connection with the administration
11 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
12 costs for completion of the settlement administration, are \$29,950.00. ILYM Group's work in
13 connection with this matter will continue with the calculation of the settlement award payments,
14 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
15 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
16 Group to perform.

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18 21. ILYM Group originally estimated that its total fees and costs for services in
19 connection with the administration of this Settlement would be \$27,850.00, which includes fees
20 and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement
21 administration. ILYM Group's work in connection with this matter will continue with the
22 calculation of the settlement award payments, issuance and mailing of the settlement award checks,
23 the necessary tax filing and reporting on such payments, and any other tasks that the Parties
24 mutually agree to and/or the Court orders ILYM Group to perform. Attached hereto as **Exhibit B**
25 is the true and correct copy of the original bid.

26 22. The actual data provided to ILYM Group varied significantly from the assumptions
27 underlying its original bid. The bid was based on the expectation that the class list would be
28 submitted in a single Excel spreadsheet with one record per row. However, on July 21, 2025, ILYM

1 received 24 separate Excel files, many of which included multiple records per row and multiple
2 pay sheets, substantially increasing the complexity of the data analysis. Consequently, the analysis
3 required 16 hours to complete, instead of the originally estimated 4 hours. Although ILYM's
4 standard hourly rate is \$175, a professional courtesy discount was applied, and the additional data
5 analysis time was billed at a reduced rate of \$150 per hour. As a result, the total administration fees
6 increased to \$29,950.00. A revised bid reflecting these additional data processing costs is attached
7 hereto as **Exhibit C**.

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9
10 I declare under penalty of perjury under the laws of the State of California and the United
11 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
12 was executed this 10th day of October 2025, at Tustin, California.

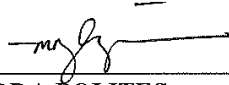
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CASSANDRA POLITES
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EXHIBIT “A”

**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 November 3, 2023) (“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: \$«Estimated_Class_Award». 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 October 20, 2025.	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 October 20, 2025.	If you do not agree with the settlement, you may write to the Administrator 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 November 6, 2025, at 2:00 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 or about February 7, 2024 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 June 4, 2025. 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 November 3, 2023).

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 November 3, 2023). 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 June 4, 2025. 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 \$29,950.00 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 \$822,510.00 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.
 - The "PAGA Period" is March 10, 2019, through November 3, 2023.
 - "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 \$1,472,540.00. 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?

Release of Class Claims

Class Members who do not opt out of the Settlement will release all Released Parties from all Released Class Claims arising through and including November 3, 2023. Such Class Members will release these claims on behalf of themselves and their respective former, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns. The release of Released Class Claims will take effect on the date when Defendant provides the Administrator with sufficient funds to make all payments required under the Settlement (the "Funding Date") and by operation of the Final Approval Order.

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.

- The "Released Class Claims" are any and all claims or causes of action alleged in the Operative Complaint, or that reasonably could have been alleged in the Operative Complaint based on the facts alleged in the Operative Complaint. The Released Class Claims include all claims 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, or workers’ compensation.

- “Released Parties” collectively mean: Defendant and Pacific Gateway, Ltd, CCMH San Diego LLC, Host Hotels & Resorts, L.P., GardenWalk Hotel I, LLC, Gardenwalk Hotel Mezz I, LLC, and Gardenwalk Hotel Holdco I, LLC, and each of Defendant’s subsidiaries, affiliates, parents, principals, officers, directors, shareholders, employees, representatives, members, agents, insurers, reinsurers, attorneys, joint employers, and alter-egos, each in their individual and corporate capacities, and each of their predecessors, successors, and assigns.

Release of PAGA Claims

Aggrieved Employees will release all Released Parties from all Released PAGA Claims arising through and including November 3, 2023. Aggrieved Employees will release these claims on behalf of themselves and their respective former, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns. The release of Released PAGA Claims will take effect on the Funding Date and by operation of the Final Approval Order. Aggrieved Employees cannot opt out of this release of claims. All Aggrieved Employees will be deemed to have released the Released PAGA Claims, and the Court’s orders in this Action will apply to all Aggrieved Employees and legally bind them even if they do not cash their settlement checks.

- The “Released PAGA Claims” are any and all claims for civil penalties under PAGA that were alleged in the Operative Complaint or PAGA Notices, or that reasonably could have been alleged in the Operative Complaint based on the facts or alleged in the Operative Complaint or the PAGA Notices. The Released PAGA Claims include all claims for penalties (and attorneys’ fees or costs on such 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 November 3, 2023. 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.

5. How much will my payment be?

Defendant’s records reflect that you have «Class_Work_Weeks» Workweeks during the Class Period (February 8, 2017, to November 3, 2023).

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 \$«Estimated_Class_Award».

[if applicable - In addition, your Individual PAGA Payment is \$«Estimated_PAGA_Award»]

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 October 20, 2025. Any dispute should include credible written evidence and will be resolved by the Administrator (which the Court may review). 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. One hundred percent (100%) of the Individual PAGA Payments for Aggrieved Employees shall be allocated to penalties and not subject to wage withholdings. An IRS Form 1099 will issue for these payments.

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 and each Aggrieved Employee are unique to him/her, and each Participating Class Member/Aggrieved Employee may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement. The Participating Class Members/Aggrieved Employees assume full responsibility and liability for any taxes owed on any payments received.

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: ILYM Group, Inc, (888) 250-6810.

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 and even if they do not cash their check.

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 October 20, 2025. 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 ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781. Absent good cause found by the Court, written requests for exclusion that are postmarked after October 20, 2025, 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; and (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. An Objection form is included with this Notice.

All written objections must be mailed to the Administrator at ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781 no later than the Response Deadline of October 20, 2025.

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

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

Edwin Aiwazian
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

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

The Court will hold a Final Approval Hearing at 2:00 p.m. on November 6, 2025, 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.

11. 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:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: info@ilymgroup.com

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 key case documents on the Administrator's website for this Settlement at <https://ilymgroup.com/MarriottInternationalInc>.

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.

**Jones et al. v. Marriott International, Inc., Tribunal Superior del
Estado de California, Condado de Orange, Caso No. 30-2021-01183306-CU-OE-CXC**

*Un tribunal autorizó este aviso. No es una oferta de representación.
No es una demanda contra usted ni se le ha demandado.*

Para: Todas las personas que están o han estado empleadas por el Demandado Marriott International, Inc. ("Demandado") en los hoteles JW Marriott Anaheim o Marriott Marquis San Diego en California como empleados por hora no exentos durante cualquier parte del Período de la Clase (del 8 de febrero de 2017 al 3 de noviembre de 2023) ("Miembros de la Clase").

Usted recibe este aviso de conformidad con una orden del Tribunal Superior del Estado de California, Condado de Orange, que ha otorgado la aprobación preliminar de un acuerdo propuesto sobre la acción mencionada anteriormente. Usted está recibiendo este aviso porque los registros del Demandado indican que se encuentra dentro de la definición de "Miembro de la Clase". Debido a que sus derechos pueden verse afectados por este acuerdo, lea atentamente este Aviso de Acuerdo de Acción de Clase Aprobado por el Tribunal y la Fecha de Audiencia para la Aprobación Final del Tribunal ("Aviso de Clase").

El objetivo de este Aviso de Clase es aportar una descripción breve de las reclamaciones alegadas en la Acción, las condiciones principales del Acuerdo y sus derechos y opciones en relación con el acuerdo.

**SUS DERECHOS PODRÁN VERSE AFECTADOS TANTO SI ACTÚA COMO SI NO. POR FAVOR, LEA
ATENTAMENTE ESTE AVISO DE CLASE.**

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO:	
No hacer nada y recibir un pago	Para recibir un pago en efectivo del Acuerdo, no tiene que hacer nada. Su Pago Individual de Clase estimado es de: \$«Estimated_Class_Award». Consulte la explicación en la Sección 5 a continuación. Después de la aprobación final por parte del Tribunal, se le enviará el pago por correo a la misma dirección que este aviso. A cambio del pago del acuerdo, liberará las reclamaciones contra el Demandado como se detalla en la Sección 4 a continuación. Si su dirección ha cambiado, debe notificar al Administrador como se explica en la Sección 6 a continuación.
Excluirse La Fecha Límite de Respuesta es el 20 de octubre de 2025.	Para excluirse, debe enviar una solicitud de exclusión por escrito al Administrador como se indica a continuación. Si solicita la exclusión, no recibirá dinero de la parte de la acción de clase del Acuerdo y no estará obligado por la parte de la acción de clase del Acuerdo. Las instrucciones se establecen en la Sección 7 a continuación.
Objetar La Fecha Límite de Respuesta es el 20 de octubre de 2025.	Si no está de acuerdo con el acuerdo, puede escribir al Administrador y/o comparecer en la Audiencia de Aprobación Final para presentar una objeción oral. La Audiencia de Aprobación Final del Tribunal está programada para el 6 de noviembre de 2025, a las 2:00 p.m., en el Tribunal Superior del Condado de Orange, ubicado en 751 West Santa Ana Blvd., Santa Ana, CA 92701, ante la Jueza Melissa McCormick en el Departamento CX104. No puede objetar el acuerdo si se excluyó de él. Las instrucciones con respecto a las Objeciones se proporcionan en la Sección 8 a continuación.

1. ¿De qué se trata esta demanda de acción de clase y PAGA?

El 8 de febrero de 2021, la Demandante Erin Jones presentó una demanda contra el Demandado en el Tribunal Superior del Estado de California, Condado de Orange (la "Demanda") en nombre propio y de los Miembros de la Clase. El 23 de mayo de 2022, el Demandante Matthew Shachno presentó una demanda contra el Demandado en su nombre y en el de los Miembros de la Clase (colectivamente, Erin Jones y Matthew Shachno son los "Demandantes"). Ambos Demandantes también presentaron la Ley representativa General de Fiscales Privados, Código Laboral de California §§ 2698, *et seq.* ("PAGA") acciones contra el Demandado. En la Demanda Operativa (definida a continuación), los Demandantes alegaron las siguientes reclamaciones contra el Demandado: (1) falta de pago de horas extras; (2) falta al proporcionar períodos de comida y primas de períodos de comida no pagadas; (3) falta al proporcionar períodos de descanso y primas de períodos de descanso no pagadas; (4) falta de pago de salarios mínimos; (5) falta de pago oportuno de salarios durante el empleo y en la terminación (6) declaraciones salariales no conformes y falta de mantenimiento de registros; (7) gastos comerciales no reembolsados; (8) falta al proporcionar propinas; (9) falta de pago de salarios por enfermedad; (10) violación del Código de Negocios y Profesiones §§ 17200 *et seq.*, y (11) una reclamación representativa bajo PAGA por penalidades civiles basadas en las presuntas violaciones anteriores.

El Demandado niega expresamente cualquier irregularidad o responsabilidad legal que surja de las reclamaciones alegadas en la Acción. El Demandado ha afirmado numerosas defensas procesales y legales a la Acción y sostiene que los hechos y la ley aplicable no permiten

ninguna compensación monetaria o de otro tipo para el Demandante o la Clase.

Después de varios años de litigar las reclamaciones de los Demandantes, las Partes mediaron en los casos y acordaron resolver las demandas. El Demandado desea resolver la Acción para evitar litigios costosos, perjudiciales y lentos. El Acuerdo constituye el compromiso y resolución de reclamaciones sumamente disputadas. Nada en el Acuerdo tiene la intención o se interpretará como una admisión por parte del Demandado de que las reclamaciones de los Demandantes en la demanda tienen mérito o que tiene alguna responsabilidad con los Demandantes o el grupo de individuos que los Demandantes buscan representar en esta demanda.

Como parte del Acuerdo de las Partes, en o alrededor del 7 de febrero de 2024, los Demandantes presentaron una Segunda Demanda Enmendada en la Acción que consolida las reclamaciones de las dos acciones de clase junto con las acciones PAGA presentadas por separado. Esta Segunda Demanda Enmendada es la "Demanda Operativa".

El Tribunal no ha tomado ninguna determinación sobre si las reclamaciones del Demandante tienen algún mérito. En otras palabras, el Tribunal no ha determinado si se ha violado alguna ley, ni se ha decidido a favor de los Demandantes o el Demandado. En cambio, ambas partes estuvieron de acuerdo en resolver la Acción sin decidir ni admitir quién tenía razón. El Tribunal otorgó la aprobación preliminar del Acuerdo el 4 de junio de 2025. En ese momento, el Tribunal también aprobó preliminarmente a los Demandantes para que actuaran como Representantes de la Clase, y a los bufetes de abogados de Blumenthal Nordrehaug Bhowmik De Blouw LLP y Aegis Law Firm, PC para que actuaran como Abogados de la Clase. Al otorgar la aprobación preliminar del Acuerdo, el Tribunal ha determinado que existe evidencia suficiente de que el Acuerdo propuesto es justo, adecuado y razonable, y que cualquier determinación final de esos asuntos se hará en la Audiencia de Aprobación Final con respecto al Acuerdo.

1. ¿Por qué recibí este Aviso de Clase?

Usted recibió este Aviso porque la Acción de Clase y el Acuerdo de Conciliación PAGA ("Acuerdo") de las partes se aplican a todos y cada uno de los Miembros de la Clase que se definen como

Todos los individuos que son o han sido empleados por el Demandado en los hoteles JW Marriott Anaheim o Marriott Marquis San Diego en California como empleados por hora no exentos durante cualquier parte del Período de la Clase (del 8 de febrero de 2017 al 3 de noviembre de 2023).

Los Miembros de la Clase tienen la oportunidad de participar en el Acuerdo, o de excluirse ("excluirse") del Acuerdo. Este aviso es para informar a los Miembros de la Clase sobre cómo pueden participar o excluirse del Acuerdo.

El Acuerdo también se aplica a los Empleados Agraviados, que se definen como todos los individuos que son o han sido empleados por el Demandado en los hoteles JW Marriott Anaheim o Marriott Marquis San Diego en California como empleados por hora y no exentos durante cualquier parte del Período PAGA (del 10 de marzo de 2019 al 3 de noviembre de 2023). Si usted es un Empleado Agraviado, no puede excluirse ("excluirse") de la parte del Acuerdo con respecto a la reclamación PAGA.

El Tribunal celebró una audiencia el 4 de junio de 2025. Después de la audiencia, el Tribunal otorgó la Aprobación Preliminar del Acuerdo. El Tribunal condicionalmente certificó a la Clase del acuerdo solo con el objeto de llegar a un acuerdo y ordenó que usted recibiera este Aviso de Clase para ofrecerle un resumen del Acuerdo para que pueda conocer mejor sus derechos y opciones conforme al Acuerdo.

De conformidad con la orden del Tribunal, se le notifica que los Demandantes y el Demandado han llegado a un Acuerdo propuesto sobre la acción de clase y PAGA ("Acuerdo"). La Honorable Melissa McCormick ha sido asignada como juez que supervisa la Acción y el Acuerdo. Usted ha recibido este Aviso de Clase porque ha sido identificado como miembro de la Clase y puede tener derecho a recibir dinero de este Acuerdo.

Es importante que lea atentamente este Aviso de Clase, ya que sus derechos pueden verse afectados por el Acuerdo.

Los términos con resaltados en este Aviso de Clase se definen aquí o en el Acuerdo de las Partes.

3. ¿Cuáles son los términos del Acuerdo?

Monto Bruto del Acuerdo. El Demandado ha acordado pagar un monto "total" de Dos Millones Cuatrocientos Setenta Mil Dólares y Cero Centavos (\$ 2,470,000) (el "Monto Bruto del Acuerdo") para financiar el acuerdo de la Acción.

Montos a Pagar del Monto Bruto del Acuerdo. El Acuerdo establece que ciertos pagos se realizarán del Monto Bruto del Acuerdo de la siguiente manera, que estará sujeto a la aprobación final del Tribunal, y que se deducirá del Monto Bruto del Acuerdo antes de que se realicen los Pagos Individuales de Clase a los Miembros de la Clase Participantes:

- *Pago de Gastos de Administración.* Pago al Administrador, estimado en no más de \$29,950.00, por gastos, incluida la notificación a los Miembros de la Clase del Acuerdo, la distribución de Pagos Individuales de la Clase y formularios de impuestos, y el manejo de preguntas sobre el Acuerdo.
- *Pago de Honorarios de Abogados de la Clase y Pago de Gastos de Litigio de la Clase.* El pago a los Abogados de la Clase por honorarios razonables de abogados que no excedan un tercio (1/3) del Monto Bruto del Acuerdo, que actualmente equivale a \$822,510.00 y una cantidad adicional para reembolsar los costos reales de litigio incurridos por los Demandantes que no excedan los \$85,000. Los Abogados de la Clase han procesado la Acción en nombre de los Demandantes y los Miembros de la Clase en base de contingencia (es decir, sin que se les haya pagado nada hasta la fecha) y han pagado todos los costos y gastos de litigio.
- *Pagos de Servicio al Representante de la Clase.* Pagos de Servicios al Representante de la Clase por un monto que no exceda los \$5,000 a cada uno de los Demandantes, sujeto a la aprobación del Tribunal, para compensar a los Demandantes por los servicios en nombre de la Clase al iniciar y procesar la Acción, y por los riesgos que los Demandantes asumieron.
- *Pago Penalidades PAGA.* Un pago de \$50,000 relacionado con la reclamación por penalidades bajo PAGA, el 75% (\$37,500) de los cuales se pagará a la Agencia de Desarrollo de la Fuerza Laboral de California ("LWDA"), y el 25% (\$12,500) de los cuales se distribuirán como "Pagos Individuales PAGA" a los Empleados Agraviados PAGA en función de sus respectivos períodos de pago trabajados durante el Período PAGA. "Período de Pago PAGA" o "Períodos de Pago PAGA" significa cualquier Período de Pago o Períodos de Pago, respectivamente, durante el Período PAGA en el que un Empleado Agraviado trabajó cualquier hora para el Demandado en JW Marriott Anaheim o Marriott Marquis San Diego.
 - El "Período PAGA" es del 10 de marzo de 2019 al 3 de noviembre de 2023.
 - "Empleados Agraviados" significa todos los individuos que son o han sido empleados por el Demandado en los hoteles JW Marriott Anaheim o Marriott Marquis San Diego en California como empleados por hora no exentos durante cualquier parte del Período PAGA.

Cálculo de los Pagos a los Miembros de la Clase ("Pagos Individuales de la Clase").

El "Monto Neto del Acuerdo" significa la suma total disponible para el pago a los Miembros de la Clase Participantes, que es igual al Monto Bruto del Acuerdo menos el Pago de Servicio al Representante de la Clase descrito anteriormente, el Pago de los Honorarios de los Abogados de la Clase, el Pago de los Gastos de Litigio de los Abogados de la Clase, las Penalidades PAGA y el Pago de los Gastos de Administración. El Monto Neto del Acuerdo se estima en al menos \$1,472,540.00. El Administrador del Acuerdo pagará un Pago de Clase Individual del Monto Neto del Acuerdo a cada Miembro Participante de la Clase. El Pago Individual de la Clase para cada Miembro Participante de la Clase se calculará (a) dividiendo el Monto Neto del Acuerdo por el número total de Semanas Laborales trabajadas por todos los Miembros Participantes de la Clase durante el Período de la Clase y (b) multiplicando el resultado por las Semanas Laborales de cada Miembro Participante de la Clase. "Semana Laboral" significa cualquier semana o semanas, respectivamente, durante el Período de la Clase en el que un Miembro de la Clase trabajó cualquier hora para el Demandado en el JW Marriott Anaheim o en el Marriott Marquis San Diego. El número de Semanas Laborales se basará en los registros del Demandado; sin embargo, los Miembros de la Clase pueden impugnar el número de Semanas Laborales como se explica a continuación.

Condiciones del Acuerdo. Este Acuerdo está condicionado a que el Tribunal emita una orden que otorgue la aprobación final del Acuerdo y emita una Sentencia.

4. ¿Qué libero en virtud del Acuerdo?

Liberación de las Reclamaciones Liberadas.

Los Miembros de la Clase que no opten por excluirse en el Acuerdo liberarán a todas las Partes Liberadas de todas las Reclamaciones Liberadas de la Clase que surjan hasta el 3 de noviembre de 2023 inclusive. Dichos Miembros de la Clase liberarán estas reclamaciones en nombre propio y de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios anteriores, presentes y futuros. La liberación de las Reclamaciones Liberadas de la Clase entrará en vigencia en la fecha en que el Demandado proporcione al Administrador fondos suficientes para realizar todos los pagos requeridos en virtud del Acuerdo (la "Fecha de Financiamiento") y por la operación de la Orden de Aprobación Final.

Esto significa que, si no se excluye oportuna y formalmente del Acuerdo, no puede demandar, continuar demandando o ser parte de cualquier otra demanda contra las Partes Liberadas por las Reclamaciones Liberadas de la Clase resueltas por este Acuerdo. Esto también quiere decir que se le aplicarán todas las órdenes que dicte el Tribunal en esta Acción y quedará jurídicamente obligado a ellas.

- Las "Reclamaciones Liberadas de la Clase" son todas y cada una de las reclamaciones o causas de acción alegadas en la Demanda Operativa, o que razonablemente podrían haberse alegado en la Demanda Operativa en base a los hechos alegados en la Demanda Operativa. Las Reclamaciones Liberadas de la Clase incluyen todas las reclamaciones bajo las Secciones 98.1 del Código Laboral de California, 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 y/o Órdenes Salariales de la Comisión de Bienestar Industrial de California relacionadas con estas reclamaciones derivadas del Código Laboral de California, incluidas las Órdenes Salariales No. 4, 5, 7, y 9; Código de Negocios y Profesiones de California, sección 17200, *et seq.*; el Código Civil de California, para incluir, entre otros, secciones 3287, 3336 y 3294; 12 CCR § 11040; 8 CCR §§ 11000 *et seq.*, 11010 *et seq.*, y 11060 *et seq.*; Código de Procedimiento Civil de California § 1021.5; la Ley de Normas Laborales Justas ("FLSA"), 29 USC § 201 *et seq.* y 211(c) *et seq.* Excepto como se establece a continuación en este Acuerdo, los Miembros Participantes de la Clase no liberan ninguna otra reclamación, incluidas las reclamaciones por beneficios adquiridos, despido injustificado, violación de la Ley de Empleo y Vivienda Justa, seguro de desempleo, discapacidad, seguridad social, compensación para trabajadores o reclamaciones basadas en hechos que ocurren fuera del Período de la Clase.
- "Partes Liberadas" significa colectivamente: el Demandado y Pacific Gateway, Ltd, CCMH San Diego LLC, Host Hotels & Resorts, L.P., GardenWalk Hotel I, LLC, Gardenwalk Hotel Mezz I, LLC y Gardenwalk Hotel Holdco I, LLC, y cada una de las subsidiarias, afiliadas, matrices, directores, funcionarios, directores, accionistas, empleados, representantes, miembros, agentes, aseguradores, reaseguradores, abogados, empleadores conjuntos y alter-egos del Demandado, cada uno en sus capacidades individuales y corporativas, y cada uno de sus predecesores, sucesores y cesionarios.

Liberación de las Reclamaciones PAGA.

Los Empleados Agraviados liberarán a todas las Partes Liberadas de todas las Reclamaciones Liberadas PAGA que surjan hasta el 3 de noviembre de 2023 inclusive. Los Empleados Agraviados liberarán estas reclamaciones en nombre propio y de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios anteriores, presentes y futuros. La liberación de las Reclamaciones Liberadas PAGA entrará en vigencia en la Fecha de Financiamiento y por la operación de la Orden de Aprobación Final. Los Empleados Agraviados no pueden optar por no participar en esta liberación de reclamaciones. Se considerará que todos los Empleados Agraviados han liberado las Reclamaciones Liberadas PAGA, y las órdenes del Tribunal en esta Acción se aplicarán a todos los Empleados Agraviados y los vincularán legalmente incluso si no cobran sus cheques de liquidación.

- Las "Reclamaciones Liberadas PAGA" son todas y cada una de las reclamaciones por penalidades civiles bajo PAGA que se alegaron en la Demanda Operativa o los Avisos PAGA, o que razonablemente podrían haberse alegado en la Demanda Operativa en base a los hechos o alegados en la Demanda Operativa o los Avisos PAGA. Las Reclamaciones PAGA Liberadas incluyen todas las reclamaciones por penalidades (y honorarios o costos de abogados en dichas reclamaciones) que surjan en virtud del Código Laboral de California identificado en la Sección 1.37 del Acuerdo (para las Reclamaciones Liberadas PAGA). Todos los Empleados Agraviados (y sus sucesores, cesionarios y/o agentes), incluidos aquellos que no sean Miembros de la Clase Participantes, (i) estarán prohibidos por la doctrina de la *cosa juzgada* de hacer valer, en cualquier foro, cualquiera de las Reclamaciones Liberadas PAGA; y (ii) se considerará que han liberado y descargado total y finalmente todas las Reclamaciones Liberadas PAGA hasta el 3 de noviembre de 2023. Salvo que se establezca expresamente en el Acuerdo, las Reclamaciones Liberadas PAGA no incluyen reclamaciones por despido injustificado, discriminación, seguro de desempleo, discapacidad y compensación al trabajador. Los Empleados Agraviados que no son Miembros de la Clase Participantes no liberan ninguna reclamación no incluida expresamente en la definición de Reclamaciones Liberadas PAGA.

5. ¿De cuánto será mi pago?

Los registros del Demandado reflejan que tiene «**Class_Work_Weeks**» Semanas Laborales durante el Período de la Clase (del 8 de febrero de 2017 al 3 de noviembre de 2023).

Aunque la parte exacta del Monto Neto del Acuerdo no se puede calcular con precisión en este momento, según esta información, su Pago Individual de la Clase estimado es de \$«Estimated_Class_Award».

[si corresponde - Además, su Pago Individual PAGA es de \$«Estimated_PAGA_Award».]

Si desea disputar la información establecida anteriormente, debe presentar una disputa escrita y firmada que impugne la información junto con los documentos de respaldo, al Administrador del Acuerdo en la dirección proporcionada en este Aviso de Clase a más tardar en la Fecha Límite de Respuesta, que es el 20 de octubre de 2025. Cualquier disputa debe incluir evidencia escrita creíble y será resuelta por el Administrador (que el Tribunal puede revisar). Se incluye un formulario de Disputa con este Aviso de Clase.

Asuntos Fiscales. Cada Pago Individual de cada Miembro de la Clase Participante se prorratará de la siguiente manera: (1) el cincuenta por ciento (50%) se asignará a los supuestos salarios para los cuales se emitirá un Formulario W-2 del IRS y que estará sujeto a las retenciones de impuestos habitualmente realizadas sobre los salarios de un empleado y todas las demás retenciones autorizadas y requeridas; y (2) el cincuenta por ciento (50%) se asignará a la liquidación de reclamaciones por no salarios, reembolso de gastos, intereses y penalidades, no sujetas a retenciones salariales, para las cuales se emitirá un Formulario 1099 del IRS. El cien por ciento (100%) de los pagos individuales PAGA para los Empleados Agraviados se asignarán a penalidades y no estarán sujetos a retenciones salariales. Se emitirá un Formulario 1099 del IRS para estos pagos.

Ni el Abogado de la Clase ni el abogado de los Demandados tienen la intención de que nada de lo contenido en este Acuerdo constituya asesoramiento con respecto a los impuestos o la imposibilidad. Las cuestiones fiscales para cada Miembro Participante de la Clase son únicas para él/ella, y cada Miembro de la Clase Participante puede desear consultar a un asesor fiscal con respecto a las consecuencias fiscales de los pagos recibidos en virtud del Acuerdo. Los Miembros de la Clase Participantes/Empleados Agraviados asumen toda la responsabilidad por los impuestos adeudados por los pagos recibidos.

6. ¿Cómo puedo obtener un pago?

Para obtener dinero del Acuerdo, **no tiene que hacer nada**. Un cheque por su Pago Individual de Clase, y cualquier Pago Individual PAGA (si corresponde), se enviará automáticamente a la misma dirección que este Aviso de Clase. Si su dirección es incorrecta o ha cambiado, debe notificar al Administrador del Acuerdo. El Administrador es: ILYM Group, Inc; (888) 250-6810.

Si el Tribunal otorga la aprobación final del Acuerdo y emite una Sentencia sobre el Acuerdo, y no hay objeciones o apelaciones, su pago del Acuerdo se enviará por correo aproximadamente tres meses después de la aprobación final. Si hay objeciones o apelaciones, los pagos se retrasarán porque resolverlos puede llevar tiempo, generalmente más de un año. Por favor, tenga paciencia.

7. ¿Qué pasa si no quiero ser parte del Acuerdo?

Si no desea participar en el Acuerdo, puede solicitar no participar del Acuerdo o "excluirse". **Si opta por no participar, NO recibirá dinero del Acuerdo y no estará obligado por sus términos, lo que significa que conservará su derecho a demandar al Demandado en cuanto a los problemas resueltos por este Acuerdo.** Sin embargo, a los Empleados Agraviados que opten por no participar en el Acuerdo de la Clase se les pagará su Pago Individual PAGA y seguirán sujetos a la liberación de las Reclamaciones Liberadas PAGA, independientemente de su solicitud de exclusión e incluso si no cobran su cheque.

Para excluirse de la Clase, debe enviar por correo al Administrador, por Correo de Primera Clase, una solicitud escrita, firmada y fechada para excluirse con matasellos a más tardar la Fecha Límite de Respuesta que es el 20 de octubre de 2025. Se incluye un Formulario de Solicitud de Exclusión con este Aviso de Clase. La Solicitud de Exclusión debe indicar en esencia: "Deseo ser excluido de la Clase en la demanda *Jones v. Marriott International, Inc.*". La Solicitud de Exclusión también debe indicar el nombre completo del Miembro de la Clase, la dirección y los últimos cuatro dígitos de su número de Seguro Social para fines de verificación, el nombre y número del caso, que es *Jones v. Marriott International, Inc.*, Caso No. 30-2021-01183306, y su firma y la fecha de la firma. La solicitud de exclusión voluntaria debe ser completada y firmada por usted. Ninguna otra persona puede optar por excluirse en nombre de un miembro de la Clase.

La dirección del Administrador es ILYM Group, Inc. Apartado Postal 2031 Tustin, CA 92781 En ausencia de una buena causa encontrada por el Tribunal, las solicitudes de exclusión por escrito que se envíen por fax, correo electrónico o matasellos después del 20 de octubre de 2025 o que estén incompletas o sin firmar serán rechazadas, y esos Miembros de la Clase permanecerán vinculados por el Acuerdo y la(s) liberación(es) descrita(s) anteriormente.

8. Si no estoy de acuerdo con el Acuerdo, ¿cómo se lo comunico al Tribunal?

Cualquier Miembro de la Clase que no haya optado por excluirse y crea que el Acuerdo no debe ser aprobado finalmente por el Tribunal por cualquier motivo puede objetar el Acuerdo propuesto, ya sea por escrito o en persona. Las objeciones que se presenten por escrito deben indicar: (1) el nombre completo del Miembro de la Clase, la dirección actual, los últimos cuatro dígitos de su número de Seguro Social y la firma; y (2) el nombre y número del caso, que es *Jones v. Marriott International, Inc.*, en el Tribunal Superior del Estado de California, Condado de Orange, Caso No. 30-2021-01183306. Se incluye un Formulario de Objeción junto con este Aviso.

Todas las objeciones por escrito deben enviarse por correo al Administrador de ILYM Group, Inc. Apartado Postal 2031, Tustin, CA 92781 a más tardar en la Fecha Límite de Respuesta del 20 de octubre de 2025.

Alternativamente, o además de una objeción por escrito, los Miembros de la Clase pueden comparecer en la Audiencia de Aprobación Final, ya sea en persona o a través de su propio abogado. Si comparece a través de su propio abogado, usted es responsable de pagarle a ese abogado. En este momento, el Tribunal escuchará los asuntos tanto en persona como de forma remota a través de Zoom a través

del proceso de registro en línea del tribunal. Consulte el sitio web del Tribunal para obtener información e instrucciones actuales sobre las comparecencias y cómo ver los procedimientos judiciales: <https://www.occourts.org/media-relations/civil.html>.

Para objetar al Acuerdo, no debe optar por excluirse, y si el Tribunal aprueba el Acuerdo a pesar de su objeción, estará obligado por los términos del Acuerdo de la misma manera que los Miembros de la Clase que no se oponen y aún se le enviará un cheque por su Pago Individual de la Clase y cualquier Pago Individual PAGA adeudado. Si el Tribunal no lo aprueba, no se enviarán pagos del acuerdo y la demanda continuará. Cualquier Miembro de la Clase Participante que no se oponga a tiempo de la manera provista anteriormente habrá renunciado a cualquier objeción al Acuerdo, ya sea mediante apelación o de otro modo.

9. ¿Quiénes son los Abogados que representan a las Partes?

Las direcciones de los abogados de las Partes son las siguientes:

Abogados de la Clase:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik
De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Teléfono: 858-551-1223 / Fax: 858-551-1232
Correo electrónico: kyle@bamlawca.com
Sitio web: www.bamlawca.com

Abogados del Demandado:

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

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

10. ¿Cuándo y dónde decidirá el Tribunal si aprueba el acuerdo?

El Tribunal celebrará una Audiencia de Aprobación Final a las 2:00 p.m. el 6 de noviembre de 2025, en el Departamento CX104 del Tribunal Superior de California, Condado de Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701, ante la Jueza Melissa McCormick. En esta audiencia, el Tribunal considerará si el acuerdo es justo, razonable y adecuado. El propósito de esta audiencia es que el Tribunal determine si otorga la aprobación final al Acuerdo. Si hay objeciones, el Tribunal las tendrá en cuenta. Esta audiencia puede ser reprogramada por el Tribunal sin previo aviso. **No es necesario que asista a la Audiencia de Aprobación Final**, aunque cualquier Miembro de la Clase Participante puede asistir a la audiencia.

11. ¿Cómo obtengo más información sobre el Acuerdo?

Póngase en contacto con el Administrador del Plan para obtener más información. La información de contacto del Administrador es la siguiente:

Administrador:

ILYM Group, Inc.
Apartado Postal 2031
Tustin, CA 92781
Teléfono: (888) 250-6810
Fax: (888) 845-6185
Correo electrónico: info@ilymgroup.com

Este Aviso de Clase resume el Acuerdo propuesto. Se puede obtener más información en el Acuerdo. Puede revisar y/u obtener una copia del Acuerdo, la Sentencia Final u otros documentos del Acuerdo examinando el archivo del Tribunal a través del Caso Civil y

Acceso a Documentos para el Tribunal Superior de California para el Condado de Orange (<https://www.occourts.org/online-services/case-access/>) e ingresando al Caso No . 30-2021-01183306. También puede ver este aviso y los documentos clave del caso en el sitio web del Administrador para este Acuerdo en <https://ilymgroup.com/MarriottInternationalInc>.

POR FAVOR NO LLAME NI ESCRIBA AL TRIBUNAL ACERCA DE ESTE AVISO.

IMPORTANTE:

- Debe informar al Administrador del Acuerdo de cualquier cambio de dirección para garantizar la recepción de su pago del acuerdo.
- Los cheques del Acuerdo serán nulos 180 días después de la fecha de envío si no se depositan o cobran. En tal caso, el Administrador pagará todos los fondos no reclamados al Fondo de Propiedad No Reclamada del Contralor de California a nombre del Miembro de la Clase Participante donde los fondos puedan reclamarse en https://www.sco.ca.gov/upd_msg.html.
- Si su cheque se pierde o se extravía, debe comunicarse con el Administrador del Acuerdo de inmediato para solicitar un reemplazo.

**Jones et al. v. Marriott International, Inc., Kataas-taasang Hukuman ng Estado ng California,
Kondado ng Orange, Numero ng Kaso 30-2021-01183306-CU-OE-CXC**

*Pinahintulutan ng korte ang abisong ito. Ito ay hindi panghihingi.
Ito ay hindi isang kaso laban sa inyo, at kayo ay hindi kinakasuhan.*

Sa: Lahat ng mga indibidwal na o naging empleyado ng Nasasakdal na Marriott International, Inc. (“Nasasakdal”) sa alinman sa JW Marriott Anaheim o ang Marriott Marquis San Diego na mga otel sa California bilang oras-oras, hindi-maaaring-hindi-mapasali na mga empleyado sa panahon ng anumang bahagi ng Panahon ng Klase (Pebrero 8, 2017 hanggang Nobyembre 3, 2023) (“mga Miyembro ng Klase”).

Tinatanggap mo ang abisong ito alinsunod sa utos mula sa Kataas-taasang Hukuman ng Estado ng California, Kondado ng Orange, na siyang naggawad ng paunang pag-apruba ng iminumungkahing kasunduan na nakapaliwang sa itaas na aksyon. Tinatanggap mo ang abisong ito dahil sa mga talaan ng Nasasakdal na kayo ay napailalim sa loob ng depinisyon ng “Miyembro ng Klase”. Dahil sa ang inyong mga Karapatan ay maaaring maapektuhan ng kasunduang ito, mangyaring maingat na basahin itong Abisong Inaprubahan ng Korte na Kasunduan sa Aksyon ng Klase at ang Petsa ng Pagdinig para sa Pinal na Pag-apruba ng Korte (“Abiso ng Klase”).

Ang layunin nitong Abiso ng Klase ay ang makapagbigay ng paglalarawan ng mga paghahabol diumano sa aksyon, ang susing mga termino ng kasunduan, at ang inyong mga karapatan at mga opsyon nang may paggalang sa kasunduan.

ANG INYONG LEGAL NA MGA KARAPATAN AY MAAARING MAAPEKTUHAN MAGING KAYO MAN AY MAY GAWIN O WALA. MANGYARING MAINGAT NA BASAHIN ITONG ABISO NG KLASSE.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Walang Gagawin at Makatanggap ng Kabayaran	Para makatanggap na kabayaranang pera mula sa Kasunduan, wala kayong kailangang gawin. Ang inyong tinatayang Kabayaran para sa Indibidwal na Klase ay : \$«Estimated Class Award». Tingnan ang paliwanag sa Seksyon 5 sa ibaba. Matapos ang pinal na pag-apruba ng Korte, ang kabayaran ay ipapadala sa inyo sa pamamagitan ng koreo sa kaparehong lokasyon ng tirahan na nakasaad sa abisong ito. Bilang kapalit para sa Kabayaran para sa Indibidwal na Klase, kayo ay magpapakawala ng anumang mga paghahabol laban sa Nasasakdal na nakadetalye sa Seksyon 4 sa ibaba. Kung sakaling nagbago man ang lokasyon ng inyong tirahan, dapat ninyong abisuhan ang Tagapangasiwa na nakapaliwanag sa Seksyon 6 sa ibaba.
Huwag Mapasali ang Sarili Ang Takdang Petsa ng Pagtugon ay Oktubre 20, 2025.	Para huwag mapasali ang inyong sarili, kayo ay dapat na magpadala ng isinulat na hiling para huwag mapasali sa Tagapangasiwa na naibigay sa ibaba. Kapag kayo ay humiling na huwag mapasali, hindi kayo makakatanggap ng pera mula sa bahagi ng aksyon ng klase ng Kasunduan at hindi matatali sa aksyon ng klase ng Kasunduan. Ang mga tagubilin ay nakasaad sa Seksyon 7 sa ibaba.
Huwag Mapasali ang Sarili Ang Takdang Petsa ng Pagtugon ay Oktubre 20, 2025.	Kung kayo ay hindi sang-ayon sa kasunduan, maaari kayong sumulat sa Tagapangasiwa at/ o humarap sa Pagdinig sa Pinal na Pag-apruba para magsagawa ng pasalitang pagtutol. Ang Pagdinig sa Pinal na Pag-apruba ng Korte ay nakatakdang maganap sa Nobyembre 6, 2025, ng 2:00 p.m., sa Kataas-taasang Hukuman ng Kondado ng Orange, na matatagpuan sa 751 West Santa Ana Blvd., Santa Ana, CA 92701, sa harap ng Hukom na si Melissa McCormick ng Kagawarang CX104. Hindi kayo maaaring tumutol kapag napili ninyong huwag mapasali ang inyong sarili dito. Ang mga direksyon kaugnay sa mga Pagtutol ay naibigay na sa Seksyon 8 sa ibaba.

1. Ano at tungkol saan itong klase at paglilitis na aksyon ng PAGA?

Noong Pebrero 8, 2021, ang Nagsasakdal na si Erin Jones ay nagsampa ng kaso laban sa Nasasakdal sa Kataas-taasang Hukuman ng Estado ng California, Kondado ng Orange (ang “Aksyon”) sa ngalan ng kanyang sarili at mga Miyembro ng Klase. Noong Mayo 23, 2022, ang Nagsasakdal na si Matthew Shachno ay nagsampa ng kaso laban sa Nasasakdal sa ngalan ng kanyang sarili at mga Miyembro ng Klase (pinagsama-samang, Erin Jones at Matthew Shachno ay ang mga “Nagsasakdal”). Ang Parehong Nagsasakdal at nagsampa rin ng mga aksyon ang kinatawan na mula sa Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”) laban sa Nasasakdal. Sa Reklamo ng Pagpapatakbo (nakatukoy sa ibaba), ang mga Nagsasakdal diumano ay naghahabol sa mga sumusunod laban sa Nasasakdal: (1) hindi nabayarang lampas sa oras na pagtratabaho; (2) kabiguan na magbigay ng mga panahon para kumain at hindi nabayarang mga bayad sa panahon ng pagkain; (3) kabiguan na magbigay ng mga panahon para magpahinga at hindi nabayarang mga bayad sa panahon ng pahinga; (4) hindi nabayarang pinakamamababang halaga ng mga sahod; (5) kabiguan na magbayad ng mga sahod sa takdang oras sa panahon ng pagtratabaho at ang sahod ng pagkakaalis sa trabaho (6) hindi-sumusunod sa mga salaysay ng sahod at kabiguan na magminti ng mga talaan; (7) hindi naibalik bayad sa mga gastusin sa negosyo; (8) kabiguan na magbigay ng mga pabuya sa pagtratabaho; (9) kabiguan na magbayad ng mga sahod sa panahon ng pagkakasakit; (10) paglabag sa Business and Professions Code §§ 17200 *et seq.*, at (11) ang paghahabol ng kinatawan sa ilalim ng PAGA para sa mga multang sibil batay sa mga diumano mga paglabag sa itaas.

Ang Nasasakdal ay hayagang itinatangi ang anumang maling gawi o legal na pananagutan na nagmumula sa mga diumanong mga paghahabol sa Aksyon. Iginiit ng Nasasakdal ang ilang mga naaayon sa proseso at legal na mga depensa sa Aksyon at pinaninindigan ang mga katotohanan at naaangkop na batas na hindi pumapayag sa anumang mga pera o ibang tulong sa Nagsasakdal o sa Klase.

Matapos ang ilang taon na paglilitis sa mga paghahabol ng mga Nagsasakdal, ang mga Partido na namagitan sa mga kaso ay nagkasundo na isaayos ang mga kaso. Hinihiling ng Nasasakdal na ayusin lamang ang Aksyong ito para maiwasan ang magastos, nakakaistorbo, at nakakaubos ng oras na paglilitis. Ikinakatawan ng Kasunduan ang kompromiso at pagkakasundo sa lubos na pinagtatalunang mga paghahabol. Ang Kasunduan ay nilalayan o hindi itinuturing bilang pag-amin ng Nasasakdal sa mga paghahabol ng mga Nagsasakdal sa kaso ay may merito o kaya ay walang anumang pananagutan sa mga Nagsasakdal o sa grupo ng mga indibidwal na hinahangad ng mga Nagsasakdal katawanin sa kasong ito.

Bilang bahagi ng Kasunduan ng mga Partido, noon o bandang Pebrero 7, 2024, ang Nagsasakdal ay nagsampa ng Ikalawang Binago na Reklamo sa Aksyon na pinagsama-sama ang mga paghahabol ng dalawang mga aksyon ng klase kasama ang hiwalay na mga aksyon na isinampa ng PAGA. Ang Ikalawang Binago na Reklamo ay ang “Reklamo sa Pagpapatakbo).

Ang Korte ay hindi nagsagawa ng anumang mga pagpapasya sa kung ang mga paghahabol ng Nagsasakdal ay may anumang merito. Sa madaling salita, ang Korte ay hindi nakapagpasya kung may anumang mga batas ang nilabag, o kaya ay nakapagpasya na pabor sa mga Nagsasakdal o sa Nasasakdal. Sa halip, ang parehong mga panig ay nagkasundo na resolbahin ang Aksyon nang walang desisyon o pag-amin sa kung sino ang tama o mali. Iginawad ng Korte ang paunang pag-apruba ng Kasunduan noong Hunyo 4, 2025. Sa panahong iyon, nauna na ring naaprubahan ng Korte na ang Nagsasakdal na siyang magsilbi bilang mga Kinatawan ng Klase, at ang mga opisina ng abogado na Blumenthal Nordrehaug Bhowmik De Blouw LLP at Lawyers for Justice, PC na magsilbi bilang Tagapayo ng Klase. Sa paggawad ng paunang pag-apruba ng Kasunduan, ang Korte ang siyang nagpasya na mayroong sapat na ebidensya na ang iminungkahing Kasunduan ay patas, sapat at makatwiran, at ang anumang pinal na pagpapasya sa mga isyung iyon ay gagawin sa Pagdinig ng Pinal na Pag-apruba na isinasaalang-alang ang Kasunduan.

2. Bakit ko natanggap itong Abiso ng Klase?

Natanggap ninyo ang Abisong ito sapagkat ang Aksyon ng Partido ng Klase at Kasunduan sa Pagsasaayos ng PAGA (“Kasunduan”) ay ilalapat sa sinuman at sa lahat ng mga Miyembro ng Klase, na nakatukoy bilang

Lahat ng mga indibidwal na o naging empleyado ng Nasasakdal sa alinman sa JW Marriott Anaheim o sa Marriott Marquis San Diego na mga otel sa California bilang oras-oras, hindi-maaaring hindi mapasali na mga empleyado sa panahon ng anumang bahagi ng Panahon ng Klase (Pebrero 8, 2017 hanggang Nobyembre 3, 2023).

Ang mga Miyembro ng Klase ay may pagkakataon na makilahok sa Pagsasaayos, o huwag mapasali ang kanilang mga sarili (“opt out”) mula sa Pagsasaayos. Ang abisong ito ay upang payuhan ang mga Miyembro ng Klase sa kung paano sila ay maaaring makilahok sa o huwag mapasali mula sa Pagsasaayos.

Ang Kasunduan ito rin ang ilalapat sa mga Naagrabyadong Empleyado, na nakalarawan bilang lahat ng mga indibidwal na o naging empleyado ng Nasasakdal sa alinman sa JW Marriott Anaheim o sa Marriott Marquis San Diego na mga otel sa California bilang oras-oras, hindi-maaaring hindi mapasali na mga empleyado sa panahon ng anumang bahagi ng Panahon ng PAGA (Marso 10, 2019 hanggang Nobyembre 3, 2023). Kung kayo ay isang Naagrabyadong Empleyado, hindi maaari na hindi mapasali ang inyong sarili (“opt out”) mula sa bahagi ng Pagsasaayos kaugnay sa paghahabol ng PAGA.

Ang Korte ay nagdaos ng pagdinig noong Hunyo 4, 2025. Matapos ang pagdinig, iginawad ng Korte ang Paunang Pag-apruba ng Pagsasaayos. May kondisyon na ipinagtibay ng Korte sa Klase para sa mga layuning pagsasaayos lamang at iniutos na matanggap ninyo ang Abiso ng Klaseng ito para magbigay ng buod ng Pagsasaayos upang mas maayos na maintindihan ang inyong mga karapatan at ang mga opsyon sa ilalim ng Pagsasaayos.

Alinsunod sa utos ng Korte, sa pamamagitan nito kayo ay inaabisuhan na ang Nagsasakdal at Nasasakdal ay umabot sa isang iminungkahing aksyon ng klase at ang pagsasaayos ng PAGA (“Pagsasaayos”) ng Aksyon. Ang Kagalang-galang na Melissa McCormick ay ang siyang inatasan bilang hukom na pangangasiwaan ang Aksyon at Pagsasaayos. Natanggap ninyo ang Abiso ng Klase na ito dahil kayo ay tinukoy bilang isang miyembro ng Klase at maaaring may karapatan na makatanaggap ng pera mula sa Pagsasaayos na ito.

Mahalaga na maingat na ninyong nabasa ang Abiso ng Klase na ito dahil ang inyong mga karapatan ay maaaring maaapektuhan ng Pagsasaayos.

Ang mga termino na malalaki ang titik sa Abiso ng Klase ay nakalarawan dito at/ o sa Kasunduan ng mga Partido.

3. Ano ang mga itinatakda ng Pagsasaayos?

Kabuuang Halaga ng Pagsasaayos. Ang Nasasakdal ay sumang-ayon na magbayad ng “lahat-lahat” sa halagang Dalawang Milyon Apat na Raan at Pitumpung Libong Dolyar at Serong Sentimos (\$2,470,000.00) (ang “Kabuuang Halaga ng Pagsasaayos”) para pondohan ang pagsasaayos ng Aksyon.

Ang mga Halaga na Dapat Bayaran Mula sa Kabuuang Halaga ng Pagsasaayos. Ang Pagsasaayos ay magbibigay ng ilang mga kabayaran na gagawin mula sa Kabuuang Halaga ng Pagsasaayos gaya ng sumusunod, na mapapasailalim sa pinal na pag-apruba ng Korte, at ibabawas mula sa Kabuuang Halaga ng Pagsasaayos bago ang mga Kabayaran sa Indibidwal na Klase ay magawa sa Nakikilahok na mga Miyembro ng Klase:

- *Kabayaran sa mga Gastusin sa Administrasyon.* Ang Kabayaran sa Tagapangasiwa, tinatanyang hindi lalampas ng \$29,950.00, para sa mga gasusin, kasama ang pag-abiso sa mga Miyembro ng Klase ng Pagsasaayos, ang pagbabahagi ng Indibidwal na mga Kabayaran ng Klase at mga pormas ng buwis, at ang pagharap sa mga tanong tungkol sa Pagsasaayos.
- *Ang Kabayaran sa mga Bayarin ng Tagapayo ng Klase at Kabayaran sa mga Gastusin ng Paglilitis ng Tagapayo ng Klase* Ang kabayaran sa Tagapayo ng Klase na makatwirang mga bayarin ng mga abogado na hindi lalampas sa isang-ikatlo (1/3) ng Kabuuang Halaga ng Pagsasaayos, na ikinakatawan ng \$822,510.00, at ang karagdagang halaga para sa balik-bayad sa aktwal na mga gastos ng paglilitis na natamo ng mga Nagsasakdal na hindi lalampas sa \$85,000. Ang Tagapayo ng Klase na siyang umuusig sa Aksyon sa ngalan ng mga Nagsasakdal at sa Klase sa isang walang katiyakang basehan na bayarin (iyon ay, nang hindi binabayaran ng anumang pera) at siyang nagbabayad ng lahat ng mga gastos sa paglilitis at mga gastusin.
- *Ang mga Kabayaran sa Serbisyo ng Kinatawan ng Klase.* Ang mga Kabayaran sa Serbisyo ng Kinatawan ng Klase sa halaga na hindi lalampas sa \$5,000 sa bawat isa sa mga Nagsasakdal, napailalim sa pag-apruba ng Korte, para bayaran ang mga serbisyo ng Nagsasakdal sa ngalan ng Klase sa pagpapasimula at pag-uusig sa Aksyon, at para sa mga panganib na hinarap ng mga Nagsasakdal.
- *Kabayaran sa mga Multa ng PAGA.* Ang \$50,000 na kabayaran kaugnay sa paghahabol sa mga multa sa ilalim ng PAGA, 75% (\$37,500) ay siyang ibabayad sa California Labor Workforce Development Agency (“LWDA”), at 25% (\$12,500) na siyang ibabahagi bilang “Indibidwal na mga Kabayaran ng PAGA” sa mga Naagrabyadong mga Empleyado batay sa kani-kanilang mga Panahon ng Bayad sa PAGA na pinagtrabahuhan sa Panahon ng PAGA. “Panahon ng Bayad sa PAGA” o “mga Panahon ng Bayad sa PAGA” ay nangangahulugan na anumang Panahon ng Bayad o mga Panahon ng Bayad, ayon sa pagkakabanggit, noong Panahon ng PAGA kung saan ang Naagrabyadong Empleyado na nagtrabaho ng anumang oras para sa Nasasakdal sa alinman sa JW Marriott Anaheim or the Marriott Marquis San Diego.
 - Ang “Panahon ng PAGA” ay mula Marso 10, 2019 hanggang Nobyembre 3, 2023.
 - “Naagrabyadong mga Empleyado” ay nangangahulugan na ang lahat ng mga indibidwal na o naging empleyado ng Nasasakdal sa alinman sa JW Marriott Anaheim o sa Marriott Marquis San Diego sa mga otel sa California bilang oras-oras, hindi-maaring hindi mapasali na mga empleyado sa panahon ng anumang bahagi ng Panahon ng PAGA.

Kalkulasyon ng mga Kabayaran sa mga Miyembro ng Klase (“mga Kabayaran sa Indibidwal na Klase”).

Ang “Netong Halaga ng Pagsasaayos” ay nangangahulugan na ang kabuuang suma na magagamit para sa pagbabayad sa Nakikilahok na mga Miyembro ng Klase, na katumbas sa Kabuuang Halaga ng Pagsasaayos na binawasan ng nakalarawan-sa-itaas na mga Kabayaran sa Serbisyo ng Kinatawan ng Klase, ang Kabayaran sa Serbisyo ng Tagapayo ng Klase, ang Kabayaran sa mga Gastusin sa Paglilitis ng Tagapayo ng Klase, ang kabayaran sa mga Multa ng PAGA, at ang Kabayaran sa Gastusin ng Administrasyon. Ang Netong Halaga ng Pagsasaayos ay tinatantiyang na hindi bababa sa \$1,472,540.00. Ang Tagapangasiwa ay magbabayad ng Kabayaran sa Indibidwal na Klase mula sa Netong Halaga ng Pagsasaayos sa bawat isang Nakikilahok na Miyembro ng Klase. Ang Kabayaran sa Indibidwal na Klase para sa bawat isang Nakikilahok na Miyembro ng Klase ay kinalkula sa pamamagitan ng (a) paghahati-hati ng Netong Halaga ng Pagsasaayos sa kabuuang bilang ng mga Lingguhang Trabaho na pinagtrabahuhan ng lahat ng Nakikilahok na Miyembro ng Klase noong Panahon ng Klase at (b) pagmultiplika ng resulta sa bawat Lingguhang Trabaho ng isang Nakikilahok na Miyembro ng Klase. Ang “Lingguhang Trabaho” ay nangangahulugan na anumang linggo o mga linggo, ayon sa pagkakabanggit, noong Panahon ng Klase kung saan ang Miyembro ng Klase ay nagtrabaho ng anumang oras para sa Nasasakdal sa alinman sa JW Marriott Anaheim o sa Marriott Marquis San Diego. Ang bilang ng mga Lingguhang Trabaho ay ibabatay sa mga talaan ng Nasasakdal, subalit, maaaring hamunin ng mga Miyembro ng Klase ang bilang ng mga Lingguhang Trabaho na naipaliwanag sa ibaba.

Mga Kondisyon ng Pagsasaayos. Ang Pagsasaayos ay nakakondisyon ayon sa pagpasok ng utos ng Korte na gumawad ng pinal na pag-apruba ng Pagsasaayos at pagpasok ng Paghuhukom.

4. Ano ang aking Pinapakawalan sa Ilalim ng Pagsasaayos?

Pagpapakawala ng mga Paghahabol ng Klase

Ang mga Miyembro ng Klase na hindi pinili na huwag mapasali mula sa Pagsasaayos ay pinapakawalan ang lahat ng Pinakawalang mga Partido mula sa lahat ng mga Pinakawalang mga Paghahabol ng Klase na magmumula sa pamamagitan ng at kasama sa Nobyembre 3, 2023. Ang nasabing mga Miyembro ng Klase ay papakawalan ang mga paghahabol na ito sa ngalan ng kanilang mga sarili at sa kani-kanilang dati, kasalukuyan, at sa hinaharap na mga kinatawan, mga ahente, mga abogado, mga tagapagmana, mga nangangasiwa, mga tagahalili, at mga itinakda. Ang pagpapakawala ng mga Pinakawalang mga Paghahabol ng Klase ay magkakabisa sa petsa kung kailan ang Nasasakdal ay makapagbigay sa Tagapangasiwa ng sapat na mga pondo para gawin ang lahat ng mga kabayaran na kinakailangan sa ilalim ng Pagsasaayos (“ang Petsa ng Pagpopondo”) at pagpapatakbo ng Utos ng Pinal na Pag-apruba.

Ito ay nangangahulugan na, kung hindi ninyo itinakda sa oras na hindi mapasali ang inyong sarili mula sa Pagsasaayos, hindi kayo maaaring maghabla, magpatuloy na maghabla, o maging bahagi ng anumang ibang kaso laban sa Pinakawalang mga Partido para sa Pinakawalang mga Paghahabol ng Klase na naresolba ng Pagsasaayos na ito. Nangangahulugan din na ang lahat ng mga utos ng Korte sa Aksyong ito ay ilalapat sa inyo at legal na magbibigkis sa inyo.

- Ang “Pinakawalang mga Paghahabol ng Klase” anuman at lahat ng mga paghahabol o mga dahilan diumano sa Reklamo sa Pagpapatakbo, o makatwiran na naging diumano ay nasa Reklamo sa Pagpapatakbo batay sa diumano mga katotohanan sa Reklamo ng Pagpapatakbo. Kasama sa Pinakawalang mga Paghahabol ng Klase ang lahat ng mga paghahabol sa ilalim ng California Labor Code sa mga Seksyon 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 at/o mga Utos sa Sahod ng California Industrial Welfare Commission na may kaugnayan sa mga paghahabol na ito na magmumula sa ilalim ng California Labor Code, kasama ang mga Utos sa Sahod na may Bilang 4, 5, 7, at 9; California Business and Professions Code Seksyon 17200, *et seq.*; ang California Civil Code, isasama ngunit hindi limitado sa, mga seksyon 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR §§ 11000 *et seq.*, 11010 *et seq.*, at 11060 *et seq.*; California Code of Civil Procedure § 1021.5; ang Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.* at 211(c) *et seq.* Maliban kung hayagang isinasaad sa Kasunduan, ang mga Nakikilahok na Miyembro ng Klase ay hindi pinapakawalan ang anumang ibang mga paghahabol, kasama ang mga paghahabol para sa nakatalagang mga benepisyo, maling pagpapaalis sa trabaho, paglabag sa Fair Employment and Housing Act, seguro sa kawalan ng trabaho, kapansanan, panlipunang seguridad, o pagbabayad sa mga manggagawa.
- Ang pinagsama-samang mga “Pinakawalang mga Partido” na nangangahulugang: ang Nasasakdal at Pacific Gateway, Ltd, CCMH San Diego LLC, Host Hotels & Resorts, L.P., GardenWalk Hotel I, LLC, Gardenwalk Hotel Mezz I, LLC, at Gardenwalk Hotel Holdco I, LLC, at ang bawat mga sangay ng Nasasakdal, mga kaakibat, mga magulang, mga kapital na namumuhunan, mga opisyal, mga direktor, mga kasosyo, mga empleyado, mga kinatawan, mga miyembro, mga ahente, mga tagapag-seguro, mga muling-tagapag-seguro, mga abogado, mga magkasanib na tagapagpaggawa, at ang mga alternatibong-personalidad, ang bawat isa sa kanilang indibidwal at mga kapasidad sa korporasyon, at ang bawat isa sa kanilang hinalinhan, tagahalili, at mga itinalaga.

Mga Pagpapakawala ng Paghahabol sa PAGA

Ang mga Naagrabyadong Empleyado ay pinapakawalan ang lahat ng Pinakawalang mga Partido mula sa lahat ng Pinakawalang mga Paghahabol ng PAGA na magmumula sa pamamagitan ng at kasama sa Nobyembre 3, 2023. Ang mga Naagrabyadong Empleyado ay papakawalan ang mga paghahabol na ito sa ngalan ng kanilang mga sarili at sa kani-kanilang dati, kasalukuyan, at sa hinaharap na mga kinatawan, mga ahente, mga abogado, mga tagapagmana, mga nangangasiwa, mga tagahalili, at mga itinakda. Ang pagpapakawala ng mga Pinakawalang mga Paghahabol ng PAGA ay magkakabisa sa Petsa ng Pagpopondo at sa pamamagitan ng pagpapatakbo ng Utos ng Pinal na Pag-apruba. Ang mga Naagrabyadong Empleyado ay hindi maaaring hindi-mapasali sa pagpapakawala ng mga paghahabol. Lahat ng mga Naagrabyadong Empleyado ay napagtanto na napakawalan na ang Pinakawalang mga Paghahabol ng PAGA, at ang mga utos ng Korte sa Aksyong ito ay ilalapat sa lahat ng mga Naagrabyadong Empleyado at legal na nagbibigkis sa kanila kahit na hindi isapera ang kanilang mga tseke ng pagsasaayos.

- Ang “Pinakawalang mga Paghahabol ng PAGA” ay anuman at lahat ng mga paghahabol para sa mga multang sibil sa ilalim ng PAGA na diumano ay nasa Reklamo sa Pagpapatakbo o mga Abiso ng PAGA, o iyong makatwiran na naging diumano ay nasa Reklamo sa Pagpapatakbo batay sa mga katotohanan o diumano ay nasa Reklamo sa Pagpapatakbo o sa mga Abiso ng PAGA. Kasama sa Pinakawalang mga Paghahabol ng PAGA ang lahat ng mga paghahabol para sa mga multa (at mga bayarin

o gastos ng mga abogado ayon sa nakasaad na mga paghahabol) na magmumula sa ilalim ng California Labor Code na nakatukoy sa Seksyon 1.37 ng Kasunduan (para sa Pinakawalang mga Paghahabol ng Klase).

Ang lahat ng mga Naagrabyadong Empleyado (at ang kanilang mga tagahalili, mga itinalaga, at/o mga ahente), kasama yaong mga hindi Nakikilahok na mga Miyembro ng Klase, ay: (i) haharangan sa pamamagitan ng doktrina ng *res judicata* sa paggiit, sa anumang pagtitipon, sa anumang mga Pinakawalang mga Paghahabol ng PAGA; at (ii) napagtanto na ganap at pinal na napakawalan na at napaalis ang lahat ng mga Pinakawalang mga Paghahabol ng PAGA ng hanggang Nobyembre 3, 2023. Maliban kung naipahayag sa Kasunduan, ang hindi kasama sa Pinakawalang mga Paghahabol ng PAGA ay ang mga paghahabol para sa maling pagpapaalis, diskriminasyon, seguro sa kawalan ng trabaho, kapansanan, at bayad sa manggagawa. Ang mga Naagrabyadong Empleyado na hindi Nakikilahok na mga Miyembro ng Klase ay hindi pinapakawalan ang anumang paghahabol na hindi naihayag na kasama sa depinisyon ng Pinakawalang mga Paghahabol ng PAGA.

5. Magkano ang aking magiging kabayaran?

Ayon sa mga talaan ng Nasasakdal ipinapakita na kayo ay mayroong «**Class_Work_Weeks**» Lingguhang Trabaho noong Panahon ng Klase (Pebrero 8, 2017 hanggang Nobyembre 3, 2023).

Bagaman ang tumpak na bahagi ng Netong Halaga ng Pagsasaayos ay hindi tiyak na makalkula sa panahong ito, batay sa impormasyong ito, ang inyong tinatayang Indibidwal na Kabayaran ng Klase ay \$«Estimated_Class_Award».

[kung naaangkop - Bilang karagdagan, ang inyong Indibidwal na Kabayaran sa PAGA ay \$«Estimated_PAGA_Award».]

Kung nais ninyong hamunin ang impormasyon na nakasaad sa itaas, kasunod ay dapat na magsumite ng isang isinulat, nilagdaang hindi pagsang-ayon na hinahamon ang impormasyon kasama ang mga pansuportang dokumento, sa Tagapangasiwa sa lokasyon na ibinigay sa Abiso ng Klase na hindi lalampas sa Itinakdang Petsa ng Pagtugon, na Oktubre 20, 2025. Dapat na kasama sa anumang hindi pagsang-ayon ang mapagkakatiwalaang isinulat na ebidensya at reresolbahin ng Tagapangasiwa (na maaaring suriin ng Korte). Ang pormas ng Hindi Pagsang-ayon ay kasama rito sa Abiso ng Klase.

Mga Paksa sa Buwis. Ang bawat Kabayaran ng Indibidwal na Klase ng Nakikilahok na Miyembro ng Klase ay hahati-hatiin ayon sa sumusunod: (1) limampung porsiyento (50%) ay ilalaan sa diumano mga sahod kung saan ay iisyu ng IRS Form W-2 at isasailalim sa pinigil na buwis na nakagawiang nakukuha mula sa mga sahod ng empleyado at lahat ng ibang awtorisado at kinakailangang mga pagpipigil; at (2) limampung porsiyento (50%) ay ilalaan sa pagsasaayos ng mga paghahabol para sa hindi-sahod, balik-bayad na mga gastos, interes at mga multa, na hindi napapailalim sa pagpipigil sa sahod, na siyang iisyu ng IRS Form 1099. Isandaang porsiyento (100%) mga Indibidwal na Kabayaran ng PAGA para sa mga Naagrabyadong Empleyado ay ilalaan sa mga multa at hindi napapailalim sa pagpipigil sa sahod, Ang IRS Form 1099 ang siyang mag-iisyu para sa mga kabayaranang ito.

Ang Tagapayo ng Klase ngunit hindi rin ang Tagapayo ng Nasasakdal ang may nilalayong anuman na nakapaloob dito sa Abiso ng Klase na bumubuo ng payo kaugnay sa mga buwis o pagpataw ng buwis. Ang mga isyu sa buwis para sa bawat Nakikilahok na Miyembro ng Klase at bawat Naagrabyadong Empleyado ay natatangi lamang sa kanya, at ang bawat Nakikilahok na Miyembro ng Klase/ Naagrabyadong Empleyado ay maaaring magnais na komunsulta sa isang tagapayo ng buwis na isinaalang-alang ang mga kahirinatnan ng buwis sa mga kabayaran natanggap sa ilalim ng Pagsasaayos. Ang mga Nakikilahok na Miyembro ng Klase/ mga Naagrabyadong Empleyado ay inaako ang buong responsibilidad at pananagutan para sa anumang buwis na kailangang bayaran sa anumang mga kabayaran na natanggap.

6. Paano ako makakakuha ng kabayaran?

Para makakuha ng pera mula sa Pagsasaayos, **wala kayong kailangang gawin.** Isang tseke para sa inyong Kabayaran ng Indibidwal na Klase, at anumang Kabayaran ng Indibidwal ng PAGA (kung naaangkop), ay awtomatikong ipapadala sa pamamagitan ng koreo sa kaparehong lokasyon ng tirahan gaya ng sa Abiso ng Klase na ito. Kung ang inyong lokasyon ng tirahan ay hindi tama o kaya ay nagbago, dapat ninyong abisuhan ang Tagapangasiwa. Ang Tagapangasiwa ay: ILYM Group, Inc, (888) 250-6810.

Kapag iginawad na ng Korte ang pinal na pag-apruba ng Pagsasaayos at pumasok ang Paghatol sa Pagsasaayos, at walang mga pagtutol o mga apela, ang inyong kabayaran sa Pagsasaayos ay tinatantiyang ipapadala sa pamamagitan ng koreo dalawang buwan matapos ang pinal na pag-apruba ay maigawad. Kung mayroong mga pagtutol o mga apela ang mga kabayaran ay maaantala sapagkat ang pagresolba sa mga ito ay maaaring maglaan ng oras na kadalasang magtatagal ng mahigit sa isang taon. Mangyaring maging magpansensiya.

7. Paano kung ayaw kong maging bahagi ng Pagsasaayos?

Kung hindi ninyo nais na makilahok sa Pagsasaayos ng Klase, maaari ninyong huwag isali ang inyong sarili mula sa Pagsasaayos o “huwag mapasali”. **Kung pinili niyo na huwag mapasali, WALA kayong matatanggap na pera mula sa bahagi ng Pagsasaayos**

ng klase, at hindi kayo matatali sa mga itinakda nito, na nangangahulugan na mapapanatili ninyo ang mga karapatan na maghabla sa Nasasakdal sa mga isyu na naresolba ng Pagsasaayos na ito. Subalit, ang mga Naagrabyang Empleyado na piniling huwag mapasali sa Pagsasaayos ng Klase ay mababayaran pa rin ng kanilang Indibidwal na Kabayaran ng PAGA at mananatiling nakatali sa pamamagitan ng pagpapakawala ng mga Pagpapakawala ng Paghahabol sa PAGA na hindi alintana ang kanilang kahilingan na hindi mapasali kahit na hindi nila maisapera ang ang kanilang tseke.

Para hindi mapasali, dapat kayong magpadala sa pamamagitan ng koreo sa Tagapangasiwa, sa pamamagitan ng Unang Klase ng Pagpapadala, isang isinulat, nilagdaan at pinetsahan na hiling para hindi mapasali na may tatak ng koreo na hindi lalampas sa Itinakdang Petsa ng Tugon na Oktubre 20, 2025. Ang Hiling para Hindi Mapasali na pormas ay kasama rito sa Abiso ng Klase. Ang Hiling para Hindi Mapasali ay dapat isaad ng may diwa: “Nais kong hindi mapasali mula sa Klase sa kaso ng *Jones v. Marriott International, Inc.*”. Ang Hiling para Hindi Mapasali ay dapat ring isaad ang buong pangalan, lokasyon ng tirahan, ang huling apat na tambilang ng kanyang numero ng Panlipunang Seguridad ng Miyembro ng Klase para sa layuning ng pagpapatunay, ang pangalan ng kaso at numero, na *Jones v. Marriott International, Inc.*, Numero ng Kaso. 30-2021-01183306, at ang inyong lagda at petsa ng paglagda. Ang hiling na hindi mapasali ay dapat na makumpleto mismo ng inyong sarili. Walang ibang tao ang maaaring magtakda na hindi mapasali ang isang nabubuhay na miyembro ng Klase.

Ang lokasyon ng opisina ng Tagapangasiwa ay ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781. Ang hindi pagdalo nang walang magandang dahilan na nalaman ng Korte, ang isinulat na mga hiling para hindi mapasali na may tatak ng koreo matapos ang Oktubre 20, 2025, o hindi kumpleto o hindi nilagdaan ay tatanggihan, at ang natukoy na mga Miyembro ng Klase ay mananatiling nakatali sa Pagsasaayos at ang (mga) pagpapakawala na nakalarawan sa itaas.

8. Kung ako ay hindi sang-ayon sa Pagsasaayos, paano ko iyon ilalahad sa Korte?

Sinumang Miyembro ng Klase na hindi piniling hindi mapasali at naniniwala na ang Pagsasaayos ay hindi dapat na pinal na maaprubahan ng Korte ay maaaring tumutol sa iminungkahing Pagsasaayos, maging ito man ay isinulat o ng personal. Ang isinulat na mga pagtutol ay dapat magsaad ng: (1) ang buong pangalan ng Miyembro ng Klase, kasalukuyang lokasyon ng tirahan, ang huling apat na tambilang ng kanyang numero ng Panlipunang Seguridad, at lagda; (2) ang pangalan ng kaso at numero, na *Jones v. Marriott International, Inc.*, sa kataas-taasang Hukuman ng Estado ng California, Kondado ng Orange, Numero ng Kaso. 30-2021-01183306. Ang pormas ng Pagtutol ay kasama rito sa Abiso ng Klase.

Ang lahat ng mga isinulat na mga pagtutol ay dapat ipadala sa pamamagitan ng koreo sa Tagapangasiwa sa ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781 na hindi lalampas sa Itinakdang Petsa ng Pagtugon na Oktubre 20, 2025.

Bilang kahalili, o karagdagan sa isinulat na pagtutol, maaaring humarap ang Miyembro ng Klase sa Pagdinig ng Pinal na Pag-apruba maging ito man ay personal o sa pamamagitan ng inyong sariling abogado. Kung kayo ay humarap sa pamamagitan ng inyong sariling abogado, kayo ay responsable para sa paghirang at pagbayad sa nasabing abogado. Sa panahong ito, pinapakinggan ng Korte ngayon ang mga bagay sa parehong paraan na personal at malayuan sa pamamagitan ng Zoom o sa pamamagitan ng proseso ng Korte nang pagcheck-in online. Mangyaring suriin ang kasalukuyang impormasyon at alituntunin kaugnay ng mga paghaharap at kung paano mapanood ang mga paglilitis sa Korte: <https://www.occourts.org/media-relations/civil.html>.

Para tutulan ang Pagsasaayos, hindi ninyo dapat piliin na hindi mapasali, at kung maaprubahan ng Korte ang Pagsasaayos sa kabila ng inyong pagtutol, kayo ay nakatali sa mga itatakda ng Pagsasaayos sa kaparehong paraan gaya ng mga Miyembro ng Klase na hindi tumutol at kayo ay papadalhan pa rin ng tseke sa pamamagitan ng koreo ng inyong Kabayaran sa Indibidwal na Klase at sinuman sa Kabayaran sa Indibidwal na PAGA na dapat bayaran. Kapag itinanggi ng Korte ang pag-apruba, walang kabayaran sa pagsasaayos ang ipapadala sa pamamagitan ng koreo at ang kaso ay magpapatuloy. Ang hindi pagdalo nang walang magandang dahilan na nalaman ng Korte, sinumang mga Miyembro ng Klase na hindi tumutol sa paraan na ibinigay dito sa Abiso ng Klase ay dapat na tinalikuran na ang anumang pagtutol sa Pagsasaayos, maging ito man ay apela o sa ibang paraan.

9. Sino ang mga abogado na kumakatawan sa mga Partido?

Ang mga lokasyon ng opisina ng tagapayo ng mga Partido ay ang sumusunod:

Tagapayo ng Klase:

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

Tagapayo ng Nasasakdal:

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

Edwin Aiwazian
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

12. Kailan at saan magpapasya ang Korte kung aaprubahan ang Pagsasaayos?

Ang Korte ay magdadaos ng Pagdinig sa Pinal na Pag-apruba sa ika-2:00 p.m. sa Nobyembre 6, 2025, sa Kagawarang CX104 ng Kataas-taasang Hukuman ng California, Kondado ng Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701, sa harap ni Hukom Melissa McCormick. Sa pagdinig na ito isasaalang-alang ng Korte kung naging patas ang Pagsasaayos, makatwiran, at sapat. Ang layunin ng pagdinig na ito ay para mapagpasyahan ng Korte kung igagawad ang pinal na pag-apruba ng Pagsasaayos. Kung may mga pagtutol, isasaalang-alang ng Korte ang mga ito. Ang pagdinig ay maaaring muling itakda ng Korte nang walang karagdagang abiso sa inyo. **Kayo ay hindi kailangan na dumalo** sa Pagdinig ng Pinal na Pag-apruba, bagaman sinumang Miyembro ng Klase ay malugod na tatanggapin ang pagdalo sa pagdinig.

13. Paano ako makakakuha ng karagdagang impormasyon tungkol sa Pagsasaayos?

Maaari ninyong kontakin ang Tagapangasiwa para sa karagdagang impormasyon. Ang impormasyong pangkontak ng Tagapangasiwa ay ang sumusunod:

Tagapangasiwa:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telepono: (888) 250-6810
Fax: (888) 845-6185
Email: info@ilymgroup.com

Itong Abiso ng Klase ay ibinubuod ang iminumungkahing Pagsasaayos. May karagdagang mga detalye sa Kasunduan. Maaari ninyong masuri at/ o makakuha ng kopya ng Kasunduan, ang Pinal na Pag-apruba o ibang mga dokumento sa Pagsasaayos sa pamamagitan ng pagsiyasat sa kasulatan ng Korte sa pamamagitan ng Civil Case at Document Access para sa Kataas-taasang Hukuman ng California, sa Kondado ng Orange (<https://www.occourts.org/online-services/case-access/>) at ipasok ang Numero ng Kaso na 30-2021-01183306. Maaari ninyo ring makita ang abisong ito at ang susing mga dokumento ng kaso sa website ng Tagapangasiwa para sa Pagsasaayos na ito sa <https://ilymgroup.com/MarriottInternationalInc>.

MANGYARING HUWAG TUMAWAG SA KORTE TUNGKOL SA ABISO NG KLASSE NA ITO.

MAHALAGA:

- Dapat ninyong ipaalam sa Tagapangasiwa ang anumang pagbabago sa lokasyon ng tirahan para masiguro ang pagtanggap ng inyong kabayaran sa Pagsasaayos.
- Ang mga tseke ng Pagsasaayos ay mawawalan ng bisa 180 na mga araw matapos ang petsa ng pagpapadala sa koreo kung hindi naideposito o naisapera. Sa ganoong kaganapan, ibabayad ng Tagapangasiwa ang lahat ng hindi nakuhang mga pondo sa California Controller's Unclaimed Property Fund sa pangalan ng Nakikilahok na Miyembro ng Klase kung saan ang mga pondo ay maaaring makuha sa https://www.sco.ca.gov/upd_msg.html.
- Kapag inyong naiwala ang tseke o naiwan nang hindi namalayan, dapat agad ninyong kontakin ang Tagapangasiwa para humiling ng kapalit.

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***

«First_Name» «Last_Name»
«Address_Line_1»
«City», «State» «Zip_Code»

Indicate Name/Address Changes, if any:

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 November 3, 2023), 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 November 3, 2023), 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:

«Class_Work_Weeks»

II. YOUR ESTIMATED INDIVIDUAL CLASS PAYMENT

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

\$«Estimated_Class_Award».

III. YOUR COMPENSABLE PAGA PAY PERIODS

Defendant’s records show that during the PAGA Period (March 10, 2019 to November 3, 2023), 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:

«PAGA_PP».

IV. YOUR ESTIMATED INDIVIDUAL PAGA PAYMENT

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

\$«Estimated_PAGA_Award».

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 October 20, 2025.

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
ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: info@ilymgroup.com

FORMULARIO DE DISPUTA DE SEMANAS/PERIODOS DE PAGO TRABAJADOS

***Jones et al. v. Marriott International, Inc., Tribunal Superior del
Estado de California, Condado de Orange, Caso No. 30-2021-01183306-CU-OE-CXC***

«First_Name» «Last_Name» _____
«Address_Line_1» _____
«City», «State» «Zip_Code» _____

Indique los Cambios de Nombre/Dirección, si los hubiera:

Si es o ha sido empleado de Marriott International, Inc. ("Demandado") en los hoteles JW Marriott Anaheim o Marriott Marquis San Diego en California como empleado por hora, no exento durante cualquier parte del Período de la Clase (del 8 de febrero de 2017 al 3 de noviembre de 2023, entonces usted es un Miembro de la Clase.

El monto de su Pago Individual de la Clase estimado se basa en las Semanas Laborales que trabajó durante el Período de la Clase según los registros de la compañía del Demandado, como se establece a continuación y en el Aviso de la Clase que recibió. "Semana Laboral" significa cualquier semana o semanas, respectivamente, durante el Período de la Clase en el que un Miembro de la Clase trabajó cualquier hora para el Demandado en el JW Marriott Anaheim o en el Marriott Marquis San Diego.

I. SUS SEMANAS LABORALES COMPENSABLES

Los registros del Demandado muestran que durante el Período de la Clase (del 8 de febrero de 2017 al 3 de noviembre de 2023), trabajó como empleado no exento en los hoteles JW Marriott Anaheim o Marriott Marquis San Diego en California, lo que lo califica como Miembro de la Clase, y que su número total de Semanas Laborales durante el Período de la Clase es:

«Class_Work_Weeks»

II. SU PAGO INDIVIDUAL DE LA CLASE ESTIMADO

Con base en los números anteriores de Semanas Laborales enumerados anteriormente, su Pago Individual de la Clase estimado antes de impuestos es

\$«Estimated_Class_Award».

III. SUS PERÍODOS DE PAGO PAGA COMPENSABLES

Los registros del Demandado muestran que durante el Período PAGA (del 10 de marzo de 2019 al 3 de noviembre de 2023), usted trabajó como empleado no exento en los hoteles JW Marriott Anaheim o Marriott Marquis San Diego en California, lo que lo califica como Empleado Agraviado. El monto de su Pago Individual PAGA estimado se basa en los Períodos de Pago PAGA que trabajó durante el Período PAGA basado en los registros del Demandado, como se establece a continuación y en el Aviso de Clase que recibió. "Período de Pago PAGA" o "Períodos de Pago PAGA" significa cualquier Período de Pago o Períodos de Pago, respectivamente, durante el Período PAGA en el que un Empleado Agraviado trabajó cualquier hora para el Demandado en JW Marriott Anaheim o Marriott Marquis San Diego. Su número total de Períodos de Pago PAGA trabajados durante el Período PAGA es:

«PAGA_PP».

IV. SU PAGO INDIVIDUAL PAGA ESTIMADO

Con base en los números de Períodos de Pago PAGA enumerados anteriormente, su Pago Individual PAGA estimado es

\$«Estimated_PAGA_Award».

V. DISPUTA DEL NÚMERO DE SEMANAS LABORALES /PERÍODOS DE PAGO PAGA TRABAJADOS

Si cree que el número de Semanas Laborales y/o Períodos de Pago PAGA indicados anteriormente es correcto, no tiene que hacer nada.

Si desea disputar el número de Semanas Laborales y/o Períodos de Pago PAGA trabajados enumerados anteriormente, debe completar y sellar este Formulario de Disputa, y proporcionar toda la información y/o documentación de respaldo al Administrador antes del 20 de octubre de 2025.

Marque la casilla a continuación SOLO si desea disputar la información enumerada anteriormente:

☐ Deseo disputar el número de semanas laborales y/o períodos de pago PAGA enumerados anteriormente. Creo que la cantidad correcta de mis Semanas Laborales durante el Período de Clase es _____. Creo que la cantidad correcta de mis Períodos de Pago PAGA durante el Período PAGA es _____. También he incluido información y/o evidencia documental que respalda mi disputa. Entiendo que, al presentar esta disputa, por la presente autorizo al Administrador del Acuerdo a revisar los registros del Demandado y tomar una determinación sobre la validez de mi disputa basada en los registros del Demandado, así como en los registros y la información que presento al Administrador del Acuerdo. También entiendo que los registros del Demandado serán determinantes en ausencia de evidencia creíble para refutar la exactitud de esos registros.

Declaro bajo pena de perjurio bajo las leyes del Estado de California que toda la información proporcionada en este Formulario de Disputa es verdadera y correcta.

Fecha: _____

Firma: _____

Imprima o escriba el nombre: _____

ENVIAR A:

Jones et al. v. Marriott International, Inc. Administrador
ILYM Group, Inc.
Apartado Postal 2031
Tustin, CA92781
Teléfono: (888) 250-6810
Fax: (888) 845-6185
Correo electrónico: info@ilymgroup.com

PORMAS NG HINDI-PAGSANG-AYON SA MGA LINGGO/ BAYAD SA PANAHOON NA PINAGTRABAHUHAN

***Jones et al. v. Marriott International, Inc., Kataas-taasang Hukuman ng Estado ng California, Kondado ng Orange,
Numero ng Kaso 30-2021-01183306-CU-OE-CXC***

Ipahiwatig ang mga Pagbabago sa Pangalan/Lokasyon ng
Tirahan, kung mayroon man:

«First_Name» «Last_Name»

«Address_Line_1»

«City», «State» «Zip_Code»

Kung kayo ay o naging empleyado ng Marriott International, Inc. (“Nasasakdal”) sa alinman sa JW Marriott Anaheim o sa Marriott Marquis San Diego na mga otel sa California bilang oras-oras, hindi maaaring hindi-mapasali na empleyado sa panahon ng anumang bahagi noong Panahon ng Klase (Pebrero 8, 2017 hanggang Nobyembre 3, 2023), kung gayon kayo ay isang Miyembro ng Klase.

Ang tinatayang halaga ng inyong Kabayaran para sa Indibidwal na Klase ay nakabatay sa mga Lingguhang-trabaho napinagtrabahuhan ninyo noong Panahon ng Klase batay sa mga talaan ng Nasasakdal, na nakasaad sa ibaba at sa Abiso ng Klase na natanggap ninyo. Ang “Lingguhang-trabaho” ay nangangahulugan bilang anumang linggo o mga linggo, ayon sa pagkakabanggit, noong Panahon ng Klase kung saan ang Miyembro ng Klase ay nagtrabaho ng anumang oras para sa Nasasakdal sa alinman sa JW Marriott Anaheim o sa Marriott Marquis San Diego.

I. ANG INYONG MABABAYARANG MGA LINGGUHANG-TRABAHO

Ipinapakita ng mga talaan ng Nasasakdal na noong Panahon ng Klase (Pebrero 8, 2017 hanggang Nobyembre 3, 2023), kayo ay nagtrabaho bilang hindi maaaring hindi-mapasali na empleyado sa alinman sa JW Marriott Anaheim o sa Marriott Marquis San Diego na mga otel sa California, kung saang kwalipikado kayo bilang isang Miyembro ng Klase, at ang kabuuang bilang ng mga Lingguhang-trabaho noong Panahon ng Klase ay:

«Class_Work_Weeks»

II. ANG INYONG TINATAYANG KABAYARAN PARA SA INDIBIDWAL NA KLASSE

Batay sa bilang ng mga Lingguhang-trabaho na nakalista sa itaas, ang inyong tinatayang bago-ang-buwis na Kabayaran para sa Indibidwal na Klase ay

\$«Estimated_Class_Award».

III. ANG INYONG MABABAYARANG BAYAD SA PANAHOON NG PAGA

Ipinapakita ng mga talaan ng Nasasakdal na noong Panahon ng Klase (Marso 10, 2019 hanggang Nobyembre 3, 2023), kayo ay nagtrabaho bilang hindi maaaring hindi-mapasali na empleyado sa alinman sa JW Marriott Anaheim o sa Marriott Marquis San Diego sa California, kung saang kwalipikado kayo bilang isang Naagrabyadong Empleyado. Ang tinatayang halaga ng Indibidwal na Kabayaran ng PAGA ay batay sa mga Panahon ng Bayad ng PAGA na pinagtrabahuhan ninyo noong Panahon ng PAGA batay sa mga talaan ng Nasasakdal, na nakasaad sa ibaba at sa Abiso ng Klase na inyong natanggap. Ang “Panahon ng Bayad ng PAGA” o mga “Panahon ng Bayad ng PAGA”, ayon sa pagkakabanggit, noong mga Panahon ng PAGA kung saan ang Naagrabyadong Empleyado ay nakapagtrabaho ng anumang oras para sa Nasasakdal sa alinman sa JW Marriott Anaheim o sa Marriott Marquis San Diego. Ang kabuuang bilang ng inyong mga Panahon ng Bayad ng PAGA na pinagtrabahuhan noong Panahon ng PAGA ay:

«PAGA_PP».

IV. ANG INYONG TINATAYANG KABAYARAN SA INDIBIDWAL NA PAGA

Batay sa mga bilang ng mga Panahon ng Bayad ng PAGA na nakalista sa itaas, ang inyong tinatayang Indibidwal na Kabayaran ng PAGA ay

\$«Estimated_PAGA_Award».

V. HAMUNIN ANG BILANG NG MGA LINGGUHANG-TRABAHO/ MGA PANAHOON NG BAYAD NG PAGA NA PINAGTRABAHUHAN

Kung naniniwala kayo na ang bilang nng mga Lingguhang-trabaho at/ o mga Panahon ng Bayad ng PAGA na nakasaad sa itaas ay wasto, wala kayong anumang dapat gawin.

Kung nais ninyo na hamunin ang bilang ng mga Lingguhang-trabaho at/o mga Panahon ng Bayad ng PAGA na pinagtrabahuhan na nakasaad sa itaas, dapat ninyong kumpletuhin at may pang-koreong marka ang Pormas ng Paghamon na ito, at ibigay ang lahat ng mga pansuportang impormasyon at/o dokumentasyon, sa Tagapangasiwa bago ang Oktubre 20, 2025.

Lagyan ng tsek ang kahon KUNG nais ninyo na hamunin ang impormasyon na nakalista sa itaas:

☐ Nais kong hamunin ang bilang ng mga Lingguhang-trabaho at/o Panahon ng Bayad ng PAGA na nakalista sa itaas. Naniniwala ako na ang tamang halaga ng aking mga Lingguhang-trabaho noong Panahon ng Klase ay _____. Naniniwala ako na ang tamang halaga ng aking mga Panahon ng ng Bayad ng PAGA noong Panahonng PAGA ay _____. Nilakip ko dito ang impormasyon at/o pangdokumentong ebidensya na sumusuporta sa aking paghamon. Naiintindihan ko na, sa pagsumite ng paghamong ito, aking binibigyan ng awtorisasyon ang Namamahala na suriin ang mga talaan ng Nasasakdal at gumawa ng pagpapapasya ukol sa pagiging balido ng aking mga paghamon na nakabatay sa mga talaan ng Nasasakdal pati na ang mga talaan at impormasyon na aking isinumite sa Tagapangasiwa. Akin ring naiintindihan na ang mga talaan ng Nasasakdal ay mawawalan ng pagpapasya bilang matibay na ebidensya para kontrahin ang katumpakan ng mga talaang iyon.

Idinideklara ko na sa ilalim ng parusa sa pagsisinungaling sa ilalim ng mga batas ng Estado ng California na ang impormasyong aking ibinigay sa Pormas ng Paghamon ay totoo at wasto.

Pinetsahan: _____

Lagda: _____

Isulat o I-tayp ang Pangalan: _____

IPADALA SA:

**Tagapangasiwa ng Jones et al. v. Marriott International, Inc.
ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telepono: (888) 250-6810
Fax: (888) 845-6185
Email: info@ilymgroup.com**

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 OCTOBER 20, 2025, TO: JONES V. MARRIOTT INTERNATIONAL, INC. ADMINISTRATOR, C/O ILYM GROUP, P.O. Box 2031, Tustin, CA 92781

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

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

Jones et al. v. Marriott International, Inc., Tribunal Superior del Estado de California, Condado de Orange,
Caso No. 30-2021-01183306-CU-OE-CXC

Confirmando que he recibido el Aviso Aprobado por el Tribunal sobre el Acuerdo Propuesto de Acción de Clase y Fecha de Audiencia para la Aprobación Final del Tribunal, que describe mis derechos y las opciones que puedo tomar en respuesta al Acuerdo propuesto por las partes en la demanda mencionada anteriormente.

Al firmar y devolver este Formulario de Solicitud de Exclusión, confirmo que deseo ser removido de la Clase propuesta, que no quiero participar como Miembro de la Clase y que no quiero ser incluido en el Acuerdo de Clase propuesto.

Entiendo y reconozco que, al firmar y enviar este formulario: (1) No recibiré ningún dinero del Acuerdo propuesto excepto mi parte, si corresponde, del dinero asignado en el acuerdo de la reclamación de la Ley General de Abogados Privados del Código Laboral de California de 2004 alegada por los Demandantes en la Acción mencionada anteriormente; (2) No estaré obligado por la parte de la clase del Acuerdo propuesto; y (3) No tendré ningún derecho a objetar el Acuerdo propuesto.

ESTE FORMULARIO DE EXCLUSIÓN DEBE ESTAR FIRMADO, FECHADO Y ENVIADO POR CORREO DE PRIMERA CLASE DE EE.UU., CON MATASELLOS A MÁS TARDAR EL 20 DE OCTUBRE DE 2025, A: JONES V. MARRIOTT INTERNATIONAL, INC. ADMINISTRADOR, C/O ILYM GROUP, P.O Box 2031, Tustin, CA 92781

Nombre: _____

Dirección: _____

Número de Teléfono: _____

Últimos 4 Dígitos del SSN: _____

Fechas Aproximadas de Empleo con el
Demandado Marriott International, Inc.: _____

Declaro bajo pena de perjurio según las leyes del Estado de California, que la información anterior es fiel y leal.

(Firme su nombre aquí)

Fecha

PORMAS PARA SA HILING NA HINDI-MAPASALI

Jones et al. v. Marriott International, Inc., Kataas-taasang Korte ng Estado ng California, Kondado ng Orange,
Numero ng Kaso. 30-2021-01183306-CU-OE-CXC

Kinukumpirma ko na natanggap ko na ang Inaprubahan ng Korte na Abiso para sa Kasunduan nga Aksyon ng Klase at Petsa ng Pagdinig para sa Pinal na Pag-apruba ng Korte, na naglalarawan sa aking mga Karapatan at mga opsyon na maaari kong kunin bilang tugon sa mga iminumungkahing Kasunduan ng mga Partido sa paglilitis na nakatukoy-sa-itaas.

Ang paglagda at pagbalik sa Pormas ng Hiling na Hindi-Mapasali, kinukumpirma ko na nais kong mapaalis mula sa iminungkahing Klase, na hindi ko nais makilahok bilang Miyembro ng Klase, at hindi ko gusto na mapasali sa iminungkahing Kasunduan ng Klase.

Naiintindihan at kinikilala ko na, sa paglagda at pagsumite sa pormas na ito: (1) Hindi ako makakatanggap ng anumang pera mula sa iminungkahing Kasunduan maliban sa aking bahagi, kung mayroon man, sa mga pera na nakalaan sa kasunduan ng California Labor Code Private Attorneys General Act of 2004 na diumano paghahabol ng mga Nagsasakdal sa Aksyon na nakatukoy sa itaas; (2) Hindi ako matatali sa bahagi ng klase ng iminungkahing Kasunduan; at (3) Hindi ako magkakaroon ng anumang karapatan para tutulan ang iminungkahing Kasunduan.

ANG PORMAS NA ITO PARA HINDI MAPASALI AY DAPAT NA MALAGDAAN, MAPETSAHAN, AT MAIPADALA SA KOREO SA PAMAMAGITAN NG UNANG KLASSE NG US NA SULAT, MAY MARKANG PANG-KOREO NA HINDI LALAMPAS SA OKTUBRE 20, 2025, SA: TAGAPANGASIWA NG JONES V. MARRIOTT INTERNATIONAL, INC., C/O ILYM GROUP, P.O. Box 2031, Tustin, CA 92781.

Pangalan: _____

Lokasyon ng Tirahan: _____

Numero ng Telepono: _____

Huling 4 na Tambilang ng SSN: _____

Tinatantiyang mga Petsa ng Pagtratrabaho sa
Nasasakdal Marriott International, Inc.: _____

Idinideklara ko na sa ilalim ng parusa ng pagsisinungaling sa ilalim ng mga batas ng Estado ng California na ang mga naunang nabanggit ay totoo at wasto.

(Pirmahan ang pangalan mo dito)

Petsa

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: November 6, 2025

Hearing Time: 2:00 p.m.

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 YOUR FULL NAME, CURRENT ADDRESS, LAST FOUR DIGITS OF YOUR SOCIAL SECURITY NUMBER, AND YOUR SIGNATURE. 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 OCTOBER 20, 2025.

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

[Form continues]

(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 OCTOBER 20, 2025:

Jones et al. v. Marriott International, Inc. Administrator
ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: info@ilymgroup.com

TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA

CONDADO DE ORANGE

ERIN JONES y MATTHEW SHACHNO, individuos, y
en nombre de otros miembros del público en general en
una situación similar,

Demandantes,

v.

MARRIOTT INTERNATIONAL, INC., como entidad
comercial desconocida; y LO HACE del 1 al 100,
inclusive,

Demandados.

Caso No. **30-2021-01183306-CU-OE-CXC**

FORMULARIO DE OBJECCIÓN

Fecha de la Audiencia: 6 de noviembre de 2025

Hora de la Audiencia: 2:00 p.m.

Juez: Honorable Melissa McCormick

Dpto.: CX104

FORMULARIO DE OBJECCIÓN

UTILICE ESTE FORMULARIO SOLO SI DESEA OBJETAR EL ACUERDO. PARA OBJETAR LOS TÉRMINOS DEL ACUERDO, DEBE FIRMAR Y COMPLETAR ESTE FORMULARIO CON PRECISIÓN Y EN SU TOTALIDAD, INCLUYENDO SU NOMBRE COMPLETO, DIRECCIÓN ACTUAL, LOS ÚLTIMOS CUATRO DÍGITOS DE SU NÚMERO DE SEGURO SOCIAL Y SU FIRMA. DEBE ENVIAR ESTE FORMULARIO POR CORREO DE PRIMERA CLASE DE EE.UU. AL ADMINISTRADOR (ILYM GROUP) A LA DIRECCIÓN A CONTINUACIÓN Y DEBE TENER MATASELLOS DEL 20 DE OCTUBRE DE 2025 O ANTES.

[] OBJETO el Acuerdo *Jones et al. v. Marriott International, Inc.* por los siguientes motivos:

[El formulario continúa]

(Su Firma)

(Fecha)

(Escriba su nombre en letra de molde)

(Su dirección)

(Últimos cuatro dígitos del número de seguro social)

(Ciudad/Estado/Código Postal)

Envíe su Formulario de Objeción completo y firmado de la siguiente manera:

ENVÍE POR CORREO AL ADMINISTRADOR, POR CORREO DE EE.UU., CON MATASELLOS DE FECHA A MÁS TARDAR DEL 20 DE OCTUBRE DE 2025:

Jones et al. v. Marriott International, Inc. Administrador
ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Teléfono: (888) 250-6810
Fax: (888) 845-6185
Correo electrónico: info@ilymgroup.com

KATAAS-TAASANG KORTE NG ESTADO NG CALIFORNIA

KONDADO NG ORANGE

ERIN JONES ar MATTHEW SHACHNO, mga
indibidwal, at sa ngalan ng ibang mga miyembro ng
pangkalahatang publiko na pareho ang sitwasyon,

Mga Nagsasakdal,

v.

MARRIOTT INTERNATIONAL, INC., bilang hindi
kilalang entidad ng pagnenegosyo; at DOES 1
hanggang 100, napapabilang,

mga Nasasakdal.

NUMERO NG KASO.: **30-2021-01183306-CU-OE-
CXC**

PORMAS NG PAGTUTOL

Petsa ng Pagdinig: Nobyembre 6, 2025
Oras ng Pagdinig: 2:00 p.m.

Hukom: Kagalang-galang Melissa McCormick
Kagawaran: CX104

PORMAS NG PAGTUTOL

GAMITIN LAMANG ANG PORMAS NA ITO KUNG GUSTO NINYO NA TUMUTOL SA KASUNDUAN, PARA TUMUTOL SA MGA TERMINO NG KASUNDUAN, DAPAT NINYONG LAGDAAN AT KUMPLETUHIN ANG PORMAS NA ITO NG TUMPAK AT SA KABUUAN NITO, KASAMA ANG INYONG BUONG PANGALAN, KASALUKUYANG LOKASYON NG TIRAHAN, HULING APAT NA TAMBILANG NG NUMERO NG PANLIPUNANG SEGURIDAD NINYO, AT ANG INYONG LAGDA. DAPAT NINYONG IPADALA ANG PORMAS NA ITO SA PAMAMAGITAN NG UNANG KLASSE NG U.S. NA SULAT SA TAGAPANGASIWA (ILYM NA GRUPO) SA LOKASYON NA NASA IBABA UPANG MAMARKAHAN NG PANG-KOREO SA OR BAGO ANG OKTUBRE 20, 2025.

[] AKO AY TUMUTUTOL sa Kasunduan ng *Jones et al. v. Marriott International, Inc.* sa sumusunod na mga dahilan:

[ang Pormas ay nagpapatuloy sa likurang bahagi]

(Inyong Lagda)

(Petsa)

(Isulat ang Inyong Pangalan)

(Lokasyon ng Inyong Tirahan)

(Isulat ang Huling Apat na Tambilang ng
Numero ng Panlipunang Seguridad)

(Lungsod/Estado/Zip Code)

Isumite ang inyong Pormas ng Pagtutol ng kumpleto at nilagdaan gaya ng sumusunod:

IPADALA SA TAGAPANGASIWA, NG U.S. NA SULAT, MAY MARKANG PANG-KOREO NA HINDI
LALAMPAS SA OKTUBRE 20, 2025:

Tagapangasiwa sa *Jones et al. v. Marriott International, Inc.*

ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

Telepono: (888) 250-6810

Fax: (888) 845-6185

Email: info@ilymgroup.com

EXHIBIT “B”

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.

EXHIBIT “C”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Marriott International, Inc. Settlement

Friday, July 26, 2024

Requesting Attorneys Name:

Piya Mukherjee

E-Mail:

piya@bamlawca.com

ILYM Contact:

Tony Rogers

E-Mail:

Trogers@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
Certified Tagalog 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	14	\$2,100.00
Programming of Class Database	Hourly	\$175.00	4	\$700.00

**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.*

Subtotal \$2,800.00

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
Certified Tagalog Translation	Flat Fee	\$1,350.00	1	\$1,350.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$5,540.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
NOTIFICATION/MAILING				
Fulfillment of Notice, English, Spanish & Tagalog	Per Piece	\$1.75	2,200	\$3,850.00
USPS First Class Postage	Per Piece	\$0.88	2,200	\$1,936.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	440	\$880.00
Storage, Photocopies, Deliveries	Flat Fee	\$328.00	1	\$328.00

Subtotal \$6,994.00

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	15	\$1,800.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$12,246.00

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: \$29,950.00

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.

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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.