

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

The Class Action and PAGA Settlement Agreement (“Agreement”) was made and entered into by and between plaintiffs Erin Jones and Matthew Shachno (“Plaintiffs”) and defendant Marriott International, Inc. (“Defendant”), and was fully executed as of January 3, 2024.

This Amendment to the Agreement (“Amendment”) shall supersede and replace only the terms, conditions, and provisions identified below. All other terms, conditions, and provisions in the Agreement shall remain the same and similarly apply to this Amendment.

Unless otherwise defined in this Amendment, all capitalized phrases or words herein shall have the same meaning as that in the Agreement.

This Amendment shall become effective on the date of signature of the last signatory to this Amendment (the “Effective Date of Amendment”).

This Amendment may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Amendment shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

Upon the Effective Date of Amendment, this Amendment shall be attached to, fully incorporated into, and shall be treated as part of the Agreement.

All provisions set forth below hereby supersede, amend, and replace the same numbered provisions in the Agreement.

- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with Spanish and Tagalog translations in the form, without material variation, attached as composite Exhibit A and incorporated by reference into this Agreement along with, respectively, a Request for Exclusion form, Objection form, and Dispute form substantively in the forms attached hereto as Exhibit A.
- 1.18. “Extended Response Deadline” means seventy-five (75) calendar days after the Administrator first mails a Class Notice to Class Members and Aggrieved Employees if the initial mailing has been returned as undeliverable to the Administrator, and shall be the last day on which Class Members whose initial mailing was returned as undeliverable may (a) submit Requests for Exclusion, or (b) submit an objection to the Settlement (as detailed at Section 8.6, below).
- 1.37. “Released Class Claims” means any and all claims, debts, liabilities, demands, actions, or causes of action under state or the equivalent federal or local law alleged in the Operative Complaint, or that reasonably could have been alleged in the Operative Complaint based on the facts, claims, or circumstances alleged in the

Operative Complaint. The Released Class Claims include:

- (a) All claims for failure to pay wages or for improper deductions from wages, including minimum wages, overtime wages, regular wages, sick pay wages, or gratuities, under any theory of recovery including, rounding of time, off-the-clock work of any kind (including pre-and post-shift activities, working during breaks, waiting in line to clock in, drug testing, COVID-19 and/or temperature screening or other mandatory testing/screening off-the-clock, donning and/or doffing of uniforms off-the-clock, and adhering to grooming/personal appearance standards off-the-clock), failure to pay overtime, sick pay or gratuities at the proper rate or in the proper amount, reporting time/half-day work claims, and any other theories of recovery that could have been alleged for minimum wages, overtime wages, regular wages, sick pay wages, or gratuities based on the facts underlying the claims set forth in the Operative Complaint.
- (b) Meal period and rest period claims, under any theory of recovery, including failure to provide meal and/or rest periods, failure to provide timely or uninterrupted meal or rest periods, failure to provide off-duty meal or rest periods, failure to pay meal or rest period premiums/penalties, failure to pay meal or rest period premiums/penalties at the correct rate of pay, and any other theories of recovery that could have been alleged for meal or rest period violations based on the facts underlying the claims set forth in the Operative Complaint.
- (c) Rest day and/or working more than six days in seven claims pursuant to California Labor Code Sections 551-552.
- (d) Failure to keep/maintain accurate or proper employee time records, failure to provide accurate itemized wage statements, and/or failure to keep/maintain accurate employee payroll records.
- (e) Failure to timely pay wages due during employment or at separation of employment.
- (f) Failure to reimburse business expenses under California Labor Code Section 2802 under any theory of recovery that was alleged, or could have been alleged in the Operative Complaint including, uniform purchase and/or maintenance expenses, cell phone expenses, purchase of work tool or other items, parking expenses and any other theories of recovery that could have been alleged for reimbursement of expenses based on the facts underlying the claims set forth in the Operative Complaint.
- (g) Claims for unfair business practices pursuant to California Business and Professions Code section 17200, *et seq.*, under any theory of recovery that was alleged or could have been alleged in the Operative Complaint based on the facts underlying the claims set forth in the Operative Complaint.
- (h) Claims for declaratory relief, interest, restitution and/or other equitable relief, liquidated damages, punitive damages, penalties, including, but not limited

to, recordkeeping penalties, wage statement penalties, waiting-time penalties, attorneys' fees and costs, and interest that was alleged or could have been alleged in the Operative Complaint based on the facts underlying the claims set forth in the Operative Complaint.

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

1.38. "Released PAGA Claims" means any and all claims under PAGA that were alleged in the Operative Complaint or PAGA Notices, or that reasonably could have been alleged in the Operative Complaint based on the facts, claims or circumstances underlying or alleged in the Operative Complaint or the PAGA Notices. The Released PAGA Claims include:

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

meal or rest periods, failure to pay meal or rest period premiums/penalties, failure to pay meal or rest period premiums/penalties at the correct rate of pay, and any other theories of recovery that could have been alleged for meal or rest break violations based on the facts underlying the PAGA Notices sent or the claims set forth in the Operative Complaint.

- (c) All PAGA claims for rest day and/or working more than six days in seven claims pursuant to California Labor Code Sections 551-552, and any other theories of recovery that could have been alleged for such violations based on the facts underlying the PAGA Notices sent or the claims set forth in the Operative Complaint.
- (d) All PAGA claims for failure to keep/maintain accurate or proper employee time records, failure to provide accurate itemized wage statements, and/or failure to keep accurate employee payroll records.
- (e) All PAGA claims for failure to timely pay wages due during employment or at separation of employment.
- (f) All PAGA claims for failure to reimburse business expenses under California Labor Code Section 2802 under any theory of recovery that was alleged, or could have been alleged in the Operative Complaint, including, uniform purchase and/or maintenance expenses, cell phone expenses, purchase of work tools or other items, parking expenses and any other theories of recovery that could have been alleged for reimbursement of expenses based on the facts underlying the PAGA Notices sent or the claims set forth in the Operative Complaint.
- (g) All PAGA claims for penalties under the PAGA, attorneys' fees and costs, and interest based on the facts underlying the PAGA Notices sent or the claims set forth in the Operative Complaint.

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

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

- 1.41. "Released Parties" means: Defendant, and each of its subsidiaries, affiliates, and hotel owners, and each of their respective 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.

1.43. “Response Deadline” means sixty (60) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her objection to the Settlement as detailed at Section 8.6, below.

3.3. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Gross Settlement Amount shall be disbursed as follows, subject to Court approval.

(c) To the Administrator: An Administration Expenses Payment not to exceed \$28,450 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than this amount, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members and Aggrieved Employees. If the Court approves in excess of \$28,450 due to a showing of good cause, that excess amount will be deducted from the Gross Settlement Amount.

6. RELEASE OF CLAIMS. As of the date Defendant provides the Administrator with sufficient funds to make all payments required under the Settlement pursuant to Section 4.3 (“Funding Date”), Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiffs Jones and Shachno’s General Releases. As of and subject to the occurrence of the Funding Date, Plaintiffs Shachno and Jones, on behalf of themselves and their respective former, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, hereby fully and finally release the Released Parties, and each of them, from any and all causes of action, claims, demands, costs and expenses, or damages, asserted or unasserted, known and unknown, in law or in equity, under any federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to, claims arising from or in any way related to their employment with Defendant and their compensation while an employee of Defendant (“Shachno/Jones Released Claims”). The Shachno/Jones Released Claims include, but are not limited to, the Released Class Claims; the Released PAGA Claims; any and all claims for declaratory or equitable relief, claims for contribution or indemnity, wages, back pay, front pay, bonuses, commissions, severance pay, emotional distress, liquidated damages, compensatory damages, employee benefits, damages, penalties, exemplary damages, punitive damages reinstatement, and/or attorney’s fees and expenses, known or unknown, vested or contingent, which Plaintiffs now have or ever had resulting from any alleged violation, asserted or unasserted, of any federal, state and/or local laws, rules or regulations, including, but not limited to claims under Sections 1981 through 1988 of Title 42 of the United

States Code, the National Labor Relations Act, 29 U.S.C. § 151 *et seq.*, the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*, as amended, the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*, the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.*, the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 *et seq.*, Section 806 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. § 1514A, the California Family Rights Act, the California Constitution, the California Fair Employment & Housing Act, the California Labor Code (including the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*), or any other federal, state, or local human rights, civil rights, wage-hour, pension or labor laws, rules and/or regulations, public policy, contract or tort laws, or any claim arising under the common law, including assault and emotional distress, or any claims under Defendant's benefits plans, or any claim for costs, fees or other expenses, including any and all attorneys' fees, or any other action relating to or arising out of Plaintiffs' respective employment with Defendant based upon any conduct up to and including the Funding Date of this Agreement. The Shachno/Jones Released Claims do not extend to claims that cannot be released as a matter of law. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believes to be true but agrees, nonetheless, that Plaintiffs' releases shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

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

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

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

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

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

- 8.3. Notice to Class Members.

(b) Within 14 calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish and Tagalog translations substantially in the form attached to this Agreement as composite Exhibit A. Class Counsel is responsible for preparing the Spanish and Tagalog translations and for the cost, if any, for same (including for Exhibit D), with the contents subject to approval by Defendant. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 8.5. Challenges to Calculation of Workweeks. The Class Notice mailed to each Class Member will indicate the Workweeks and PAGA Pay Periods credited to that Class Member and Aggrieved Employee, respectively, the estimated Individual Class Payment and/or Individual PAGA Payment that he/she is to receive based upon Defendant’s records and the formulas set forth in Section 3.3(d) and 3.3(e). Each Class Member/Aggrieved Employee shall have until the Response Deadline (or

Extended Response Deadline, if applicable) to challenge the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member/Aggrieved Employee in the Class Notice. The Class Member or Aggrieved Employee may challenge the allocation by communicating with the Administrator via mail, which must explain the basis for the dispute and include any supporting documentation showing that the Workweeks or PAGA Pay Periods credited to him or her is inaccurate. Defendant's records will be determinative absent credible evidence to rebut the accuracy of those records. To the extent a Class Member or Aggrieved Employee submits credible evidence, the Administrator shall make the initial determination of the allocation of Workweeks and/or PAGA Pay Periods. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges. The Parties shall file with the Court all disputes submitted by Class Members, the evidence submitted, and the resolution of the dispute(s), appropriately redacted to remove personal identifying information. Although the Administrator shall make the initial decision regarding claim disputes, the Court may review any decision(s) made by the Administrator regarding a claim dispute. If the Court decides not to review any decision(s) made by the Administrator regarding a claim dispute, then the Administrator's determination shall be final and not appealable or otherwise susceptible to challenge.

8.6. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) To assert an objection to the Settlement, a Participating Class Member must submit an objection to the Administrator, by mail at the address specified on the Class Notice, not later than the Response Deadline (or Extended Response Deadline, if applicable). The date of the postmark will be the exclusive means for determining whether an objection has been timely submitted. All objections must be in writing, which includes: (1) the objector's full name, address, last four digits of his or her Social Security number, and signature; and (2) the case name and number. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. Absent good cause found by the court, Participating Class Members who fail to object in the manners specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If a Participating Class Member objects to this Settlement, the Participating Class Member will remain a member of the Settlement class, and if the Court grants a Final Approval Order, he or she

will be bound by the terms of the Settlement and any Final Approval Order and Judgment. Within three (3) business days of receipt of an objection from a Participating Class Member, the Settlement Administrator shall provide counsel for the Parties with a copy of the objection. No later than twenty (20) calendar days before the Final Approval Hearing, the Settlement Administrator shall provide counsel for the Parties with a complete list of Participating Class Members who have submitted an objection. Prior to the Final Approval Hearing, the Settlement Administrator shall submit copies of the objections that it has received, to the Court by way of declaration (appropriately redacted to remove personal identifying information).

- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- (d) Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

Exhibits to the Agreement: Exhibits A, B & D attached hereto supersede and replace Exhibits A, B & D to the Agreement.

[signatures on following page]

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Amendment to the Agreement.

Dated: 08/08/2024

Electronically Signed: 2024-08-08 21:14:41 UTC - 172.119.8.73
Erin Jones
Nintex AssureSign® 95409b2-951e-4dc2-a370-b1c60142ad27

Plaintiff Erin Jones

Dated: _____

Plaintiff Matthew Shachno

Dated: _____

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

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 08/08/2024

 *Brian J. St. John for*

Edwin Aiwarzian
Lawyers for Justice, PC
Attorney for Plaintiffs

Dated: _____

Joseph W. Ozmer II
Kristapor Vartanian
Attorney for Defendant

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Amendment to the Agreement.

Dated: _____

Plaintiff Erin Jones

Dated: Aug 8, 2024


Matthew Shachno (Aug 8, 2024 12:21 PDT)

Plaintiff Matthew Shachno

Dated: _____

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

Dated: 8/8/24



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Edwin Aiwarzian
Lawyers for Justice, PC
Attorney for Plaintiffs

Dated: _____

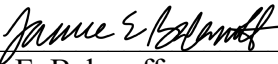
Joseph W. Ozmer II
Kristapor Vartanian
Attorney for Defendant

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Amendment to the Agreement.

Dated: _____
Plaintiff Erin Jones

Dated: _____
Plaintiff Matthew Shachno

Dated: 8/9/24 _____

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

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

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

Dated: 8/9/24 _____

Joseph W. Ozmer II
Kristapor Vartanian
Attorney for Defendant

EXHIBIT A

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

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

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

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Class Payment is: \$<< __ >>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for this Individual Class Payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself The Response Deadline is _____.	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the class action portion of the Settlement and you will not be bound by the class action portion of the Settlement. Instructions are set forth in Section 7 below.
Object The Response Deadline is _____.	If you do not agree with the settlement, you may write to the Administrator 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 January 30, 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 <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Lawyers for Justice, PC to serve as Class Counsel. In granting preliminary approval of the Settlement, the Court has determined there is sufficient evidence that the proposed Settlement is fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing concerning the Settlement.

2. Why did I receive this Class Notice?

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

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

Class Members have the opportunity to participate in the Settlement, or to exclude themselves (“opt out”) from the Settlement. This notice is to advise Class Members of how they can either participate in or be excluded

from the Settlement.

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

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

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

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

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

3. What are the terms of the Settlement?

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

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

- *Administration Expenses Payment.* Payment to the Administrator, estimated not to exceed \$28,450, for expenses, including notifying the Class Members of the Settlement, distributing Individual Class Payments and tax forms, and handling questions about the Settlement.
- *Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.* Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$822,510, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$85,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- *Class Representative Service Payments.* Class Representative Service Payments in an amount not to exceed \$5,000 to each of the Plaintiffs, subject to Court approval, to compensate Plaintiffs for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiffs undertook.
- *PAGA Penalties Payment.* A payment of \$50,000 relating to the claim for penalties under PAGA, 75% (\$37,500) of which will be paid to the California Labor Workforce Development Agency (“LWDA”), and 25% (\$12,500) of which will be distributed as “Individual PAGA Payments” to the Aggrieved

Employees based on their respective PAGA Pay Periods worked during the PAGA Period. “PAGA Pay Period” or “PAGA Pay Periods” means any Pay Period or Pay Periods, respectively, during the PAGA Period in which an Aggrieved Employee worked any hours for Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego.

- The “PAGA Period” is March 10, 2019 through [REDACTED].
- “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 \$[REDACTED]. 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 [REDACTED]. 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, debts, liabilities, demands, actions, or causes of action under state or the equivalent federal or local law alleged in the Operative Complaint, or that reasonably could have been alleged in the Operative Complaint based on the facts, claims, or circumstances alleged in the Operative Complaint. The Released Class Claims include:

- (a) All claims for failure to pay wages or for improper deductions from wages, including minimum wages, overtime wages, regular wages, sick pay wages, or gratuities, under any theory of

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

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

Without limiting the foregoing, the Released Class Claims include all claims alleged in the Operative Complaint, or that reasonably could have been alleged in the Operative Complaint based on the facts, claims, or circumstances alleged in the Operative Complaint under California Labor Code Sections 98.1, 200, 201-204, 210, 212, 216, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 233, 245, 246-249, 350, 351, 353, 510, 512, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 and/or Wage Orders of the California Industrial Welfare Commission related to these claims arising under the California Labor Code, including Wage Orders Nos. 4, 5, 7, and 9; California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include but not limited to,

sections 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR §§ 11000 *et seq.*, 11010 *et seq.*, and 11060 *et seq.*; California Code of Civil Procedure § 1021.5; the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.* and 211(c) *et seq.* Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation.

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

alleged for such violations based on the facts underlying the PAGA Notices sent or the claims set forth in the Operative Complaint;

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

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

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

5. How much will my payment be?

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

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

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

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice]. 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: _____ (800) _____.

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

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

If you do not wish to participate in the Class Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the class portion of the Settlement, and you will not be bound by its terms, which means you will retain your right to sue the Defendant as to the issues resolved by this Settlement.** However, Aggrieved Employees who opt out of the Class Settlement will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion 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 _____ [sixty (60) days after the mailing of the Class Notice]. A Request for Exclusion form is included with this Class Notice. The Request for Exclusion should state in substance: "I wish to be excluded from the Class in the *Jones v. Marriott International, Inc.* lawsuit." The Request for Exclusion must also state the Class Member's full name, address, and last four digits of his/her Social Security number for verification purposes, the case name and number, which is *Jones v. Marriott International, Inc.*, Case No. 30-2021-01183306, and your signature and the date of the signature. The request to opt-out must be completed by you. No other person may opt-out for a living member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court may object to the proposed Settlement, either in writing or in person. Objections that are in writing must state: (1) the Class Member's full name, current address, last four digits of his or her Social Security number, and signature; 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 _____ no later than the Response Deadline of _____ [sixty (60) days after the mailing of the Class Notice].

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

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

9. Who are the attorneys representing the Parties?

The addresses for Parties' counsel are as follows:

Class Counsel:

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

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

12. 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 January 30, 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.

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

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

Administrator:

Name of Company: ILYM Group

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

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

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your Settlement payment.
- Settlement checks will be null and void 180 days after the date of mailing if not deposited or cashed. In such event, the Administrator will pay all unclaimed funds to the California Controller's Unclaimed

Property Fund in the name of the Participating Class Member where the funds may be claimed at https://www.sco.ca.gov/upd_msg.html.

- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

DISPUTE OF WEEKS/PAY PERIODS WORKED FORM

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

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

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

XX – XX - _ _ _ _

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

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

I. YOUR COMPENSABLE WORKWEEKS

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

<<NUMBER OF WEEKS>>.

II. YOUR ESTIMATED INDIVIDUAL CLASS PAYMENT

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

<<INSERT>>.

III. YOUR COMPENSABLE PAGA PAY PERIODS

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

<<NUMBER OF PAGA PAY PERIODS>>.

IV. YOUR ESTIMATED INDIVIDUAL PAGA PAYMENT

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

<<INSERT>>.

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

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

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

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

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

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

Dated: _____

Signature: _____

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

REQUEST FOR EXCLUSION FORM

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

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

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

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

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

Name: _____

Address: _____

Telephone Number: _____

Last 4 Digits of SSN: _____

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

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

(Sign your name here)

Date

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Plaintiffs,

v.

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

Defendants.

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

OBJECTION FORM

Hearing Date:

Hearing Time:

Judge: Hon. Melissa McCormick

Dept.: CX104

OBJECTION FORM

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

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

[Form continues on reverse side]

(Your Signature)

(Date)

(Print Your Name)

(Your Address)

(Print Last Four Digits of Social Security Number)

(City/State/Zip Code)

Submit your fully completed and signed Objection Form as follows:

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

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

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

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2
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6
7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF ORANGE

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

11 Plaintiffs,
12 vs.

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

15 Defendants.
16
17
18

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

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

Hearing Date:
Hearing Time:

Judge: Hon. Melissa McCormick
Dept.: CX104

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

19 **I.**

20 **RECITALS**

21 This matter, having come before the Honorable Melissa McCormick of the Superior Court
22 of the State of California, in and for the County Orange, on _____, for the motion by
23 Plaintiffs Erin Jones and Matthew Shachno (“Plaintiffs”) for preliminary approval of the Class and
24 PAGA Settlement Agreement with Defendant Marriott International, Inc. (“Defendant”). The
25 Court, having considered the briefs, argument of counsel and all matters presented to the Court
26 and good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class
27 Action and PAGA Settlement.
28

PRELIMINARY APPROVAL ORDER

1 **II.**

2 **FINDINGS**

3 1. The Court preliminarily finds the Settlement to be fair, adequate, and reasonable,
4 and in the best interest of the class members, and it grants preliminary approval of the Settlement
5 based upon the terms set forth in the Class and PAGA Settlement Agreement (“Agreement”) and
6 the amendment thereto, attached hereto as Exhibit #1. This is based on the Court’s determination
7 that the Settlement set forth in the Agreement is within the range of possible final approval,
8 pursuant to the provisions of Section 382 of the California Code of Civil Procedure, the Private
9 Attorneys General Act (“PAGA”), and California Rules of Court, rule 3.769. This Order
10 incorporates by reference the definitions in the Agreement, and all terms defined therein shall have
11 the same meaning in this Order as set forth in the Agreement. Capitalized terms herein shall have
12 the definitions set forth in the Agreement.

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

16 **III.**

17 **ORDERS**

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

21 4. A Final Approval Hearing on the question of whether the Settlement should be
22 finally approved as fair, reasonable and adequate as to all (i) Class Members who do not submit a
23 valid and timely request to exclude themselves from the Settlement; and (ii) Aggrieved Employees
24 (who have no statutory or other right to opt out or otherwise exclude themselves from the PAGA
25 portion of the Settlement) is scheduled for January 30, 2025 at 2:00 p.m. in Department CX104 of
26 the Orange County Superior Court. Other matters for determination at the Final Approval Hearing
27 shall include whether the Final Approval Order and Judgment should be entered herein; and
28

1 whether the plan of allocation contained in the Agreement should be approved as fair, adequate,
2 and reasonable to the Class and Aggrieved Employees. The motion for final approval and for
3 approval of attorneys' fees, costs and service awards shall be heard at the Final Approval Hearing
4 and the papers are to be filed with the Court and served on all counsel no later than sixteen (16)
5 court days before the hearing.

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

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

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

18 8. The Court hereby appoints ILYM Group as Administrator. The Administrator shall
19 administer the Settlement in accordance with the terms of the Agreement.

20 9. The Court hereby approves, as to form and content, the Court Approved Notice of
21 Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), inclusive of
22 all translations, attached hereto as Exhibit #2. The Court finds that the Class Notice appears to
23 fully and accurately inform the Class of all material elements of the proposed Settlement, of the
24 Class Members' right to be excluded from the Class by submitting a written opt-out request, and
25 of each member's right and opportunity to object to the Class Settlement. The Court further finds
26 that the distribution of the Class Notice substantially in the manner and form set forth in the
27 Agreement and this Order meets the requirements of due process, is the best notice practicable
28

1 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
2 thereto. The font of the Class Notice shall not be smaller than what was provided to the Court.
3 The Court orders the mailing of the Class Notices by first class mail, pursuant to the terms and
4 implementation schedule set forth in the Agreement.

5 10. The Court approves, as to the form and content, the Objection Form, the Dispute
6 Form, and the Request for Exclusion Form attached hereto as Exhibits #3, 4 and 5, respectively.

7 11. The Court hereby approves the proposed procedure for exclusion from the
8 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
9 Class portion of the Settlement as provided in the Class Notice by following the instructions for
10 requesting exclusion from the Class that are set forth in the Class Notice. All requests for
11 exclusion must be postmarked by no later than sixty (60) calendar days after the date of the initial
12 mailing of the Class Notice and received by the Administrator. If a Class Notice is re-mailed, the
13 Extended Response Deadline for opt-outs from the Class will be seventy-five (75) calendar days
14 after the date of the initial mailing of the first Class Notice.

15 12. Any Class Member who has not opted out may object or express the Class
16 Member's views regarding the Class Settlement, may appear at the final approval hearing, and
17 may present evidence and file briefs or other papers that may be proper and relevant to the issues
18 to be heard and determined by the Court as provided in the Notice. Class Members will have sixty
19 (60) days from the date of the mailing of the Class Notices to submit their written objections to the
20 Administrator for both parties in accordance with the instructions in the Class Notice. If a Class
21 Notice is re-mailed, the response date for written objections will be the Extended Response
22 Deadline which is seventy-five (75) days after the initial mailing of the first Class Notice.
23 Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
24 objection.

25 13. Neither the Settlement nor any exhibit, document, or instrument delivered
26 thereunder shall be construed as a concession or admission by Defendant in any way that the
27 claims asserted have any merit or that this Action was properly brought as a class or representative
28

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

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

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

19 **IT IS SO ORDERED.**

20 Dated: _____

21 _____
22 HON. MELISSA MCCORMICK
23 JUDGE, SUPERIOR COURT OF CALIFORNIA
24
25
26
27
28

EXHIBIT D

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

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

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

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Class Payment is: \$<< __ >>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for this Individual Class Payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself The Response Deadline is _____.	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the class action portion of the Settlement and you will not be bound by the class action portion of the Settlement. Instructions are set forth in Section 7 below.
Object The Response Deadline is _____.	If you do not agree with the settlement, you may write to the Administrator 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 January 30, 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 <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Lawyers for Justice, PC to serve as Class Counsel. In granting preliminary approval of the Settlement, the Court has determined there is sufficient evidence that the proposed Settlement is fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing concerning the Settlement.

2. Why did I receive this Class Notice?

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

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

Class Members have the opportunity to participate in the Settlement, or to exclude themselves (“opt out”) from the Settlement. This notice is to advise Class Members of how they can either participate in or be excluded

from the Settlement.

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

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

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

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

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

3. What are the terms of the Settlement?

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

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

- *Administration Expenses Payment.* Payment to the Administrator, estimated not to exceed \$28,450, for expenses, including notifying the Class Members of the Settlement, distributing Individual Class Payments and tax forms, and handling questions about the Settlement.
- *Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.* Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$822,510, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$85,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- *Class Representative Service Payments.* Class Representative Service Payments in an amount not to exceed \$5,000 to each of the Plaintiffs, subject to Court approval, to compensate Plaintiffs for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiffs undertook.
- *PAGA Penalties Payment.* A payment of \$50,000 relating to the claim for penalties under PAGA, 75% (\$37,500) of which will be paid to the California Labor Workforce Development Agency (“LWDA”), and 25% (\$12,500) of which will be distributed as “Individual PAGA Payments” to the Aggrieved

Employees based on their respective PAGA Pay Periods worked during the PAGA Period. “PAGA Pay Period” or “PAGA Pay Periods” means any Pay Period or Pay Periods, respectively, during the PAGA Period in which an Aggrieved Employee worked any hours for Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego.

- The “PAGA Period” is March 10, 2019 through [REDACTED].
- “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 \$[REDACTED]. 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 [REDACTED]. 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, debts, liabilities, demands, actions, or causes of action under state or the equivalent federal or local law alleged in the Operative Complaint, or that reasonably could have been alleged in the Operative Complaint based on the facts, claims, or circumstances alleged in the Operative Complaint. The Released Class Claims include:

- (a) All claims for failure to pay wages or for improper deductions from wages, including minimum wages, overtime wages, regular wages, sick pay wages, or gratuities, under any theory of

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

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

Without limiting the foregoing, the Released Class Claims include all claims alleged in the Operative Complaint, or that reasonably could have been alleged in the Operative Complaint based on the facts, claims, or circumstances alleged in the Operative Complaint under California Labor Code Sections 98.1, 200, 201-204, 210, 212, 216, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 233, 245, 246-249, 350, 351, 353, 510, 512, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 and/or Wage Orders of the California Industrial Welfare Commission related to these claims arising under the California Labor Code, including Wage Orders Nos. 4, 5, 7, and 9; California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include but not limited to,

sections 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR §§ 11000 *et seq.*, 11010 *et seq.*, and 11060 *et seq.*; California Code of Civil Procedure § 1021.5; the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.* and 211(c) *et seq.* Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation.

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

alleged for such violations based on the facts underlying the PAGA Notices sent or the claims set forth in the Operative Complaint;

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

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

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

5. How much will my payment be?

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

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

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

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Extended Response Deadline, which is _____ [seventy-five (75) days after the mailing of the initial Class Notice]. 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: _____ (800) _____.

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

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

If you do not wish to participate in the Class Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the class portion of the Settlement, and you will not be bound by its terms, which means you will retain your right to sue the Defendant as to the issues resolved by this Settlement.** However, Aggrieved Employees who opt out of the Class Settlement will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion 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 Extended Response Deadline which is _____ [seventy-five (75) days after the mailing of the initial Class Notice]. A Request for Exclusion form is included with this Class Notice. The Request for Exclusion should state in substance: "I wish to be excluded from the Class in the *Jones v. Marriott International, Inc.* lawsuit." The Request for Exclusion must also state the Class Member's full name, address, and last four digits of his/her Social Security number for verification purposes, the case name and number, which is *Jones v. Marriott International, Inc.*, Case No. 30-2021-01183306, and your signature and the date of the signature. The request to opt-out must be completed by you. No other person may opt-out for a living member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court may object to the proposed Settlement, either in writing or in person. Objections that are in writing must state: (1) the Class Member's full name, current address, last four digits of his or her Social Security number, and signature; 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 _____ no later than the Extended Response Deadline of _____ [seventy-five (75) days after the mailing of the initial Class Notice].

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

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

9. Who are the attorneys representing the Parties?

The addresses for Parties' counsel are as follows:

Class Counsel:

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

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

12. 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 January 30, 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.

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

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

Administrator:

Name of Company: ILYM Group

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

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

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your Settlement payment.
- Settlement checks will be null and void 180 days after the date of mailing if not deposited or cashed. In such event, the Administrator will pay all unclaimed funds to the California Controller's Unclaimed

Property Fund in the name of the Participating Class Member where the funds may be claimed at https://www.sco.ca.gov/upd_msg.html.

- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

DISPUTE OF WEEKS/PAY PERIODS WORKED FORM

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

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

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

XX – XX - _ _ _ _

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

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

I. YOUR COMPENSABLE WORKWEEKS

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

<<NUMBER OF WEEKS>>.

II. YOUR ESTIMATED INDIVIDUAL CLASS PAYMENT

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

<<INSERT>>.

III. YOUR COMPENSABLE PAGA PAY PERIODS

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

<<NUMBER OF PAGA PAY PERIODS>>.

IV. YOUR ESTIMATED INDIVIDUAL PAGA PAYMENT

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

<<INSERT>>.

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

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

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

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

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

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

Dated: _____

Signature: _____

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

REQUEST FOR EXCLUSION FORM

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

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

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

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

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

Name: _____

Address: _____

Telephone Number: _____

Last 4 Digits of SSN: _____

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

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

(Sign your name here)

Date

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Plaintiffs,

v.

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

Defendants.

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

OBJECTION FORM

Hearing Date:

Hearing Time:

Judge: Hon. Melissa McCormick

Dept.: CX104

OBJECTION FORM

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

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

[Form continues on reverse side]

(Your Signature)

(Date)

(Print Your Name)

(Your Address)

(Print Last Four Digits of Social Security Number)

(City/State/Zip Code)

Submit your fully completed and signed Objection Form as follows:

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

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