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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Plaintiffs,

vs.

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

Defendants.

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

**DECLARATION OF MATTHEW
SHACHNO IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: April 11, 2024

Hearing Time: 2:00 p.m.

Reservation No. 74205686

Judge: Hon. Melissa McCormick
Dept.: CX104

Action Filed: February 8, 2021

Trial Date: Not set

1 I, Matthew Shachno, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. I was employed by defendant Marriott International, Inc. ("Marriott") in California, at the
10 Marriott Marquis San Diego Marina hotel as a bartender from August of 2018 to January of
11 2021. I was classified by Marriot as an hourly, non-exempt employee during that time period.
12

13 4. I retained my attorneys who are experienced in both class action and PAGA
14 representative action litigation and claims against employers for violations of the California
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
16 Court. I am not aware of having any actual or potential conflicts of interest with another class
17 member in this case nor am I aware of having any actual or potential conflicts of interest with
18 ILYM Group, Inc., the settlement administrator. I am not aware of any other pending matter or
19 action asserting claims that will be extinguished or adversely affected by this settlement.
20

21 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
22 because I felt that my legal rights as an employee and others like me were violated. For example,
23 as part of my job requirements as a bartender, I was required to wear a uniform. Marriott
24 specifically required that all employees who wore uniforms get into their uniforms and be ready
25 to begin working before we clocked in. Marriott also specifically required that all employees
26 who wore uniforms remove uniforms after we were clocked out and not while we were on the
27

1 clock. This resulted in employees like myself putting on and taking off uniforms while I was off
2 the clock. During my employment, I spent approximately 5 minutes donning my required
3 uniform before I was permitted by Marriott to clock-in and I also spent approximately 5 minutes
4 doffing my required uniform after clocking-out at the scheduled end time of my shifts. Marriott
5 knew or should have known that the time I spent donning and doffing my required uniform was
6 compensable work time for which Marriott was obligated to pay me at the correct rate. Marriott
7 did not compensate me at any rate, hourly, regular or overtime, for that work time spent donning
8 and doffing the required uniform. In addition, under Marriott's policies and procedures, as
9 overseen and enforced by Marriott's supervisory and managerial personnel, I was not permitted
10 to leave Marriott's property during rest breaks. I was specifically also not permitted to take my
11 rest break in any public areas of Marriott's premises. Marriott knew or should have known that
12 they were required to provide fully liberated, unrestricted rest breaks to non-exempt employees
13 like me, during which we should have been free to leave Marriott's premises. However, because
14 we were on-the-clock, Marriott restricted us to certain, designated, non-public areas of Marriott's
15 premises and, in so doing, failed to provide non-exempt employees like me with compliant rest
16 breaks and also failed to pay me penalty compensation for these daily rest break violations. I was
17 also regularly required to use my personal cell phone for work-related purposes. Although
18 sometimes we were provided with other communication tools, like radios, those tools often did
19 not work and Marriott's employees, including managers and supervisors, communicated with me
20 on my cell phone and I was not reimbursed for the reasonable expenses I incurred on my cell
21 phone for work-related issues.

22 6. I spoke to my attorneys several times and discussed how Marriott implemented
23 its company policies and procedures. I also assisted my attorneys in their investigation into my
24

1 claims by providing them documents and answering their questions. I reviewed the complaint
2 before it was filed and after it was filed I was given access to an electronic file sharing program
3 that alerted me via email when important documents were filed so that I could review them and
4 keep up with the developments in the case which I understood was one of my duties as a class
5 representative. I would also contact my attorneys from time to time if I had any questions about
6 the case. I also assisted my attorneys in their responses to written discovery from Marriott. In
7 addition, I was deposed by the attorneys for Marriott for a full day on July 13, 2021.

9 7. Even though this action is in the process of settling, I was and remain prepared to
10 perform all the duties of a class representative. I understand that as a class representative I have
11 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
12 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
13 benefit of the class members and surrender any right to compromise the group action for an
14 individual gain.
15

16 8. I understood that being a plaintiff/class representative in this case meant that I
17 was seeking damages not only for myself but also other current and/or former non-exempt
18 employees working for Marriott in California that make up the class. I felt that these individuals
19 were not aware of their labor law rights and even if they were they would probably be
20 apprehensive about speaking up or even simply because of the time, effort and risk involved in
21 filing a class action lawsuit.
22

23 9. I understood that being a part of this lawsuit involved risks. For example, my
24 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
25 pay for all or part of the attorney fees and costs paid by Marriott to defend this lawsuit. Also, I
26 knew there was a risk that future employers, if they ever find out about this lawsuit, could hold it
27

1 against me or downgrade me as a potential hire. As one of only two named plaintiffs in this case
2 it would not be difficult for a future employer to become aware that I sued a former employer for
3 labor law violations. Ultimately I decided these risks were worth it and decided to fight for my
4 rights and the rights of others regardless of the risks, time and effort I spent on this case.

5
6 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
7 kept up to date on important developments by reviewing court filings that were made available to
8 me electronically as I described above.

9 11. A mediation took place on May 19, 2022 with Mark S. Rudy, a well-respected
10 and experienced mediator of wage and hour class actions. The mediation did not result in a
11 settlement. Two additional mediations were held on August 18, 2022 and June 8, 2023,
12 respectively, with Jeffrey Krivis, another well-respected and experienced mediator of wage and
13 hour class actions. After the third mediation with Mr. Krivis the parties were able to reach an
14 agreement to settle the action based on a mediator's proposal. I communicated with my
15 attorneys regarding the terms of the settlement which was reached between the parties and
16 understood that I was representing absent class members and therefore wanted the best possible
17 result to be obtained for the class members and I believe a very positive result was in fact
18 achieved via settlement. When the final settlement papers were ready, I closely reviewed the
19 Settlement Agreement which I signed on December 28, 2023.
20
21

22 12. I have been actively involved with this lawsuit performing the duties described above.
23 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
24 filings, reviewed and assisted my attorneys with written discovery requests, prepared for and sat
25 for my deposition, and spent a significant amount of time on the issues presented during the
26 lawsuit and in the settlement process. I estimate that I spent approximately 50-60 hours working
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1 on this case up until this point. I believe I have been diligent and have done what is expected of a
2 named plaintiff and a proposed class representative to date, and will continue to do so. I have and
3 always will maintain the best interest of the class members.

4 13. My attorneys explained to me that the settlement process involves a two-step
5 review by the Court to determine whether the settlement is fair before approving the settlement.
6 I know this process also involves notifying all class members of the settlement terms and of their
7 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
8 settlement.
9

10 14. I believe I did the right thing by filing this case on behalf of the class members who,
11 subject to court approval, are in line to receive monetary payments as a result of this case and
12 settlement. This is money they may never have ever gotten if I did not pursue this action on their
13 behalf. I feel significant personal satisfaction to know that I played a role in the class members
14 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
15 the requested Class Representative Service Payment of \$5,000 from the settlement is fair
16 compensation for the work I performed and the risks I undertook.
17

18 15. As part of the settlement it was necessary for me to sign a general release of
19 claims I may have against Marriott. I believe the Class Representative Service Payment I have
20 requested provides me with some compensation for this agreed release.
21

22 16. In light of all the time and effort I have spent on this case, the risk I undertook by
23 suing a former employer, the exposure to being responsible for paying Marriott's costs in the
24 event we did not win the case, the reputational risk that future employers may hold this lawsuit
25 against me, the general release, and in light of the size of the settlement, I believe the request for
26 \$5,000 as a Class Representative service payment is fair and reasonable.

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

3 Executed on Jan 4, 2024, at San Diego, California
4 (city, state)

5 
6 Matthew Shachno (Jan 4, 2024 09:55 PST)
7 Matthew Shachno