

## 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.

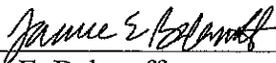
*[signatures on following page]*

**EXECUTION BY PARTIES AND COUNSEL**

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

Dated: \_\_\_\_\_  
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 Aiwazian  
Lawyers for Justice, PC  
Attorney for Plaintiffs

Dated: 8/9/24  
  
Joseph W. Ozmer II  
Kristapor Vartanian  
Attorney for Defendant



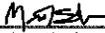
**EXECUTION BY PARTIES AND COUNSEL**

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Erin Jones

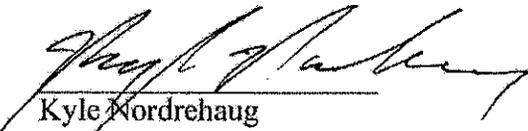
Dated: Aug 8, 2024

  
\_\_\_\_\_  
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 Aiwazian  
Lawyers for Justice, PC  
Attorney for Plaintiffs

Dated: \_\_\_\_\_

\_\_\_\_\_  
Joseph W. Ozmer II  
Kristapor Vartanian  
Attorney for Defendant

## SECOND AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

The Class Action and PAGA Settlement 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. The Amendment to Class Action and PAGA Settlement Agreement (“Amendment”) was entered into on or about August 9, 2024. The Class Action and PAGA Settlement Agreement, together with the Amendment, shall collectively be referred to herein as the “Agreement.”

This Second Amendment to Class Action and PAGA Settlement Agreement (“Second 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 Second Amendment.

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

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

This Second Amendment may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Second 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 Second Amendment.

Upon the Effective Date of Second Amendment, this Second 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.

- 1.29 “Operative Complaint” means the Second Amended Complaint that was filed in the *Jones I* action or about February 7, 2024, as contemplated in Section 2.9, 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 all claims under California Labor Code Sections 98.1, 200, 201-204, 210, 212, 216, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 233, 245-249, 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, or 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 all claims for penalties (and attorneys’ fees or costs based on such claims) arising under the California Labor Code identified at Section 1.37, above (for the Released Class Claims).

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

- 1.41. “Released Parties” means: Defendant, and each of its subsidiaries, affiliates, and Pacific Gateway, Ltd, CCMH San Diego LLC, Host Hotels & Resorts, LP, GardenWalk Hotel I, LLC, Gardenwalk Hotel Mezz I, LLC, Gardenwalk Hotel Holdco I, LLC, Prospera Hotels, LLC (formerly known as Prospera Hotels, Inc.), and Prospera Management, Inc. (which are the hotel owners, lessees, direct or indirect service providers, and direct or indirect parents of such entities), 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.

- 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.

**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: 12/03/2024

Electronically Signed  
*Erin Jones*  
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NetSc Assure-Sign  
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Plaintiff Erin Jones

Dated: \_\_\_\_\_

Plaintiff Matthew Shachno

Dated: 12/6/24

*Jamie E. Balanoff*  
\_\_\_\_\_  
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: 12/3/24

*Brian J. St. John*  
\_\_\_\_\_  
Edwin Aiwazian Brian J. St. John  
Lawyers for Justice, PC  
Attorney for Plaintiffs

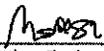
Dated: 12/06/2024

*Joseph W. Ozmer II*  
\_\_\_\_\_  
Joseph W. Ozmer II  
Kristapor Vartanian  
Attorney for Defendant

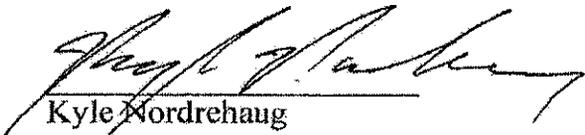
**EXECUTION BY PARTIES AND COUNSEL**

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

Dated: \_\_\_\_\_  
Plaintiff Erin Jones

Dated: 12/03/2024  
  
Matthew Shachno (Dec 3, 2024 12:01 PST)  
Plaintiff Matthew Shachno

Dated: \_\_\_\_\_  
Jamie E. Balanoff  
Vice President and Senior Counsel  
For Defendant Marriott International, Inc.

Dated: 12/5/24  
  
Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
Attorney for Plaintiffs

Dated: \_\_\_\_\_  
Edwin Aiwazian  
Lawyers for Justice, PC  
Attorney for Plaintiffs

Dated: \_\_\_\_\_  
Joseph W. Ozmer II  
Kristapor Vartanian  
Attorney for Defendant

### **THIRD AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

The Class Action and PAGA Settlement 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. The Amendment to Class Action and PAGA Settlement Agreement (“First Amendment”) was entered into on or about August 9, 2024 and the Second Amendment to Class Action and PAGA Settlement Agreement (“Second Amendment”) was entered into on or about December 5, 2024. The Class Action and PAGA Settlement Agreement, together with the First and Second Amendments, shall collectively be referred to herein as the “Agreement.”

This Third Amendment to Class Action and PAGA Settlement Agreement (“Third 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 Third Amendment.

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

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

This Third Amendment may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Third 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 Third Amendment.

Upon the Effective Date of Third Amendment, this Third 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.

- 1.37 “Released Class Claims” means any and all claims or causes of action alleged in the Operative Complaint, or that reasonably could have been alleged in the Operative Complaint based on the facts alleged in the Operative Complaint. The Released Class Claims include all claims under California Labor Code Sections 98.1, 200, 201-204, 210, 212, 216, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 233, 245-249, 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, or workers’ compensation.

- 1.38 “Released PAGA Claims” means any and all claims for civil penalties under PAGA that were alleged in the Operative Complaint or PAGA Notices, or that reasonably could have been alleged in the Operative Complaint based on the facts alleged in the Operative Complaint or the PAGA Notices. The Released PAGA Claims include all claims for penalties (and attorneys’ fees or costs based on such claims) arising under the California Labor Code identified at Section 1.37, above (for the Released Class Claims).

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

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

**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: 05/07/2025

Electronically Signed  
  
Notary Association ID: 2025-05-07 10:30:11 UTC - 78.162.171.224  
Signature ID: 2025-05-07-10:30:11-78.162.171.224

Plaintiff Erin Jones

Dated: \_\_\_\_\_

Plaintiff Matthew Shachno

Dated: 5/9/25

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

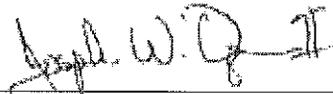
Dated: \_\_\_\_\_

\_\_\_\_\_  
Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
Attorney for Plaintiffs

Dated: May 7, 2025

  
\_\_\_\_\_  
Brian J. St. John  
Lawyers for Justice, PC  
Attorney for Plaintiffs

Dated: May 9, 2025

  
\_\_\_\_\_  
Joseph W. Ozmer II  
Attorney for Defendant

**EXECUTION BY PARTIES AND COUNSEL**

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Erin Jones

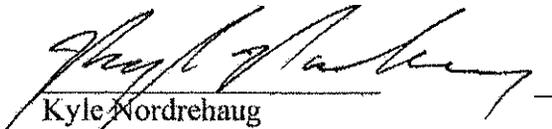
Dated: 05/06/2025

  
\_\_\_\_\_  
Matthew Shachno (May 6, 2025 21:21 PDT)  
Plaintiff Matthew Shachno

Dated: \_\_\_\_\_

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

Dated: 5/8/25

  
\_\_\_\_\_  
Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
Attorney for Plaintiffs

Dated: \_\_\_\_\_

\_\_\_\_\_  
Edwin Aiwazian  
Lawyers for Justice, PC  
Attorney for Plaintiffs

Dated: \_\_\_\_\_

\_\_\_\_\_  
Joseph W. Ozmer II  
Attorney for Defendant