

SUPERIOR COURT OF GUILFORD COUNTY, NORTH CAROLINA

**If you worked at the GREENSBORO-HIGH POINT MARRIOTT, WINSTON-SALEM MARRIOTT DOWNTOWN, EMBASSY SUITES BY HILTON WINSTON-SALEM, OR THE BENTON CONVENTION CENTER and were terminated without receiving compensation for your accumulated paid time off, you may be entitled to benefits from a class action settlement.**

*A North Carolina State Court authorized this Notice. This is not a solicitation from a lawyer.*

- This Notice informs you of a proposed settlement in a class action lawsuit filed by Vicki Powers and Matthew Watkins (“Plaintiffs”) against Hospitality Ventures Management, LLC (“HVMG”), Hospitality Ventures Management – Greensboro, LLC (“HVMG-G”), Hospitality Ventures Management – Winston-Salem I, LLC (“HVMG-WS I”), Hospitality Ventures Management – Winston-Salem II, LLC (“HVMG-WS II”), Hospitality Ventures Management – Benton, LLC (“HVMG-B”), HV Greensboro Ventures, LLC (“HV Greensboro”), HV Winston-Salem I, LLC (“HV Winston-Salem”), SH Winston Cherry, LLC (“SH Winston Cherry”), and PM Meeting Venue, LLC (“PM Meeting Venue”) (collectively “Defendants”).
- These Defendants are the owners and managers of the Greensboro-High Point Marriot, Winston-Salem Marriot Downtown, Embassy Suites by Hilton Winston-Salem, and the Benton Convention Center.
- The Plaintiffs here alleged that the Defendants failed to pay Plaintiffs and putative Class Members earned and promised wages under Defendant’s Paid Time Off Policy (“PTO Policy”) when the employees were terminated. The Settlement resolves the lawsuit. Defendants deny that it did anything wrong or unlawful, including any liability to Plaintiffs and to the members of the Settlement Class.
- If you are included in the Settlement, you may qualify to receive compensation. This class has been defined as:
  - **PTO Settlement Class:** All persons who (a) were employed or jointly employed by Defendants, or one of them, at the Greensboro-High Point Marriott, Winston-Salem Marriott, Winston-Salem Embassy Suites, and/or Benton Convention Center, (b) whose employment ended between March 15, 2020 and April 12, 2021, the date of the original filing of the Complaint in this action, and were not reemployed by Defendants as of the date of this Settlement Agreement, (c) had accrued PTO under Defendants’ policies, (d) were eligible for payment of accrued PTO at the time of separation of employment under Defendants’ policies, and (e) were not paid for their earned PTO hours upon separation of their employment..
- **Please see the chart on the next page which provides a quick reference guide to the deadlines and obligations of Class Members for each Class described above.**
- **If you are a member of the Class, your legal rights are affected whether you act or do not act. Read this Notice carefully.**

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>EXCLUDE YOURSELF BY JUNE 10, 2022</b>	If you choose to EXCLUDE, you will receive no payment from the Settlement. This is the only option that allows you to ever be a part of any other lawsuit against the Defendants about the legal claims in this case.
<b>OBJECT BY JUNE 10, 2022</b>	OBJECT by writing to the Court about why you think the Settlement is unfair, inadequate, or unreasonable.
<b>FILE A NOTICE OF INTENT TO APPEAR BY JUNE 17, 2022</b>	Your Notice of Intent to Appear in Court at the Hearing must be filed with the Court and served on Class Counsel and Defendants' Counsel no later than this date.
<b>GO TO A HEARING ON JUNE 27, 2022, AT 10:00 AM</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	You will remain a member of the Settlement Class and will automatically receive a Settlement Benefit. You do not need to file a claim, payment will be sent based upon your employer's records.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, [www.cptgroupcaseinfo.com/nchotelpto](http://www.cptgroupcaseinfo.com/nchotelpto) regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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## **BASIC INFORMATION**

### **1. Why is there a notice?**

You have a right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement.

This case was filed in the North Carolina Guilford County Superior Court and the case is called *Vicki Powers and Matthew Watkins v. Hospitality Ventures Management, LLC*; et al., Case No. 20-CVS-4489. The individuals who sued are called the Representative Plaintiffs or Class Representatives, and the companies being sued, are called the Defendants.

### **2. What is this lawsuit about?**

The lawsuit alleges that the Defendants unlawfully failed to pay Plaintiffs and putative Class Members earned and promised wages under Defendant's Paid Time Off Policy ("PTO Policy") upon the Class Members termination from employment.

The lawsuit brought two alternative claims for relief: a violation of the North Carolina Wage and Hour Act ("NCWHA"), N.C. Gen. Stat. Section 95-25.1, et seq.; and alternatively as a breach of Defendant's employment contract with each Class Member.

The Defendants deny these claims, contend that they have numerous defenses to the action, and deny that class certification is required or appropriate.

### **3. Why is this a class action?**

In a class action, one or more people, called "Representative Plaintiffs," sue on behalf of people who have similar claims because they have been through approximately the same experience. All these people are in a "class" or "settlement class members," except for those who exclude themselves from the Class.

### **4. Why is there a Settlement?**

The Defendants deny that they did anything wrong. Both sides want to avoid the cost of further litigation. The Court has not decided in favor of the Representative Plaintiffs or the Defendants. The Representative Plaintiffs and their attorneys think the Settlement is best for everyone who is affected. The Settlement provides the opportunity for Settlement Class Members to receive Settlement Benefits.

## **WHO IS IN THE SETTLEMENT?**

### **5. How do I know if I am in the Settlement?**

The Settlement Class in this Settlement is referred to as the "**PTO Settlement Class.**" You may be included in this class if you meet all parts of the following Class definition:

All persons who (a) were employed or jointly employed by Defendants, or one of them, at the Greensboro-High Point Marriott, Winston-Salem Marriott, Winston-Salem Embassy Suites, and/or

Benton Convention Center, (c) accrued paid time off (“PTO”), (b) whose employment ended between March 15, 2020 and April 12, 2021, the date of the original filing of the Complaint in this action, and were not reemployed by Defendants as of the date of this Settlement Agreement, (c) had accrued PTO under Defendants’ policies, (d) were eligible for payment of accrued PTO at the time of separation of employment under Defendants’ policies, (e) and were not paid for their earned PTO hours upon separation of their employment.

Excluded from the Settlement Classes are (1) employees, directors, officers, and agents of Defendants; (2) persons who exclude themselves from the Settlement Classes as provided in this Notice; (3) anyone who has previously executed a written release of all claims against Defendants related to uncompensated PTO and would otherwise be a member of the Settlement Class; and (4) the Court, the Court’s immediate family, and Court staff.

**6. What if I am still not sure if I am included in the Settlement?**

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement Agreement, you should visit the Settlement Website, [www.cptgroupcaseinfo.com/nchotelpto](http://www.cptgroupcaseinfo.com/nchotelpto), or call the toll-free number, 1-888-281-3943.

**SETTLEMENT BENEFITS**

**7. What does the Settlement provide?**

The Settlement provides a total Monetary Relief of \$156,000.00 in cash. The Monetary Relief shall be used to pay all costs associated with the Settlement, including but not limited to (a) the costs of notice and administration of the Settlement, including for a Settlement Notice and Claims Administrator to process objections and opt-out requests; (b) the payment of Settlement Benefits; (c) attorneys’ fee awards (if any); (d) attorneys’ costs (actually incurred litigation expenses and other hard costs apart from fees); (e) service award (if any) to the Representative Plaintiffs; and (f) any other expenses.

**8. What can I get from the Settlement?**

**A. Monetary Relief- Cash Fund**

***You do NOT need to submit a Claim Form to obtain cash benefits.***

Defendants’ records demonstrate those individuals who had accumulated PTO and were not compensated for such upon their termination during the Relevant Time Period. Pursuant to Defendants’ records, there are 102 PTO Settlement Class Members owed a total of \$94,654.11. PTO Class Members shall receive compensation directly without the submission of a claim. Assuming full participation by all eligible persons in the Class and the Court reimburses Class Counsel for its attorneys’ fees and costs, each member shall receive the full amount of their unpaid PTO, less taxes and other withholdings.

**9. What am I giving up to stay in the Class?**

Unless you exclude yourself from the Settlement, you cannot sue the Released Persons, continue to sue, or be part of any other lawsuit against the Released Persons about the claims released in this Settlement. It

also means that all of the decisions by the Court will bind you. The Released Claims and Released Persons are defined in the Settlement Agreement and the Agreement also describes the legal claims that you give up if you stay in the Settlement Class. The Settlement Agreement is available at the Settlement Website, [www.cptgroupcaseinfo.com/nchotelpto](http://www.cptgroupcaseinfo.com/nchotelpto).

## HOW TO GET A PAYMENT

### **10. How can I get a payment?**

If you are part of the **PTO Settlement Class** covered by the Settlement Agreement, you do not need to submit a claim to obtain compensation for your accrued PTO. Defendants' records will be used to determine your eligibility to participate in the Settlement. Assuming full participation by all eligible persons in the Class and the Court reimburses Class Counsel for its attorneys' fees and costs, each member shall receive the full amount of their unpaid PTO.

### **11. When will I get my benefits?**

Benefits will be made after the Court grants "final approval" to the Settlement and after all appeals are resolved. If the Court approves the Settlement, there may be appeals. It's always uncertain whether these appeals can be resolved and resolving them can take time.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do **NOT** want a payment from the Settlement, and you want to keep the right to sue or continue to sue the Released Persons on your own about the claims released in this Settlement, then you must take steps to get out. This is called excluding yourself—or it is sometimes referred to as "opting out" of the Settlement Class.

### **12. How do I get out of the Settlement?**

To exclude yourself, you must mail or email the Settlement Administrator a letter including the following:

- a. A caption or title that identifies it as "Request for Exclusion in *Vicki Powers and Matthew Watkins v. Hospitality Ventures Management, LLC*; et al., Case No. 20-CVS-4489";
- b. Your full name and address; and
- c. A statement that you wish to be excluded from the Settlement.

Your request for exclusion must be emailed or postmarked no later than **June 10, 2022**.

Exclusion letters may be sent to the Settlement Administrator at:

Powers, et al. v. Hospitality Ventures Management, LLC, et al.  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

Email: [nchotelpto@cptgroup.com](mailto:nchotelpto@cptgroup.com)

No person or entity may opt-out on behalf of another Class Member.

If you do not include the required information or submit your request for exclusion by the date listed above, you will remain a Settlement Class Member and will not be able to sue the Released Persons about the claims in this lawsuit.

**13. If I don't exclude myself, can I sue the Defendants for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the Defendants and Released Persons for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit. If you properly exclude yourself from the Settlement Class, you shall not be bound by any orders or judgments entered in the Action relating to the Settlement Agreement.

**14. If I exclude myself, can I still get a payment?**

No. You will not get any money from the Settlement if you exclude yourself.

**OBJECTING TO THE SETTLEMENT**

**15. How can I tell the Court if I do not like the Settlement?**

Any Class Member who does not timely and properly opt out of the Settlement may object to the fairness, reasonableness, or adequacy of the proposed Settlement under North Carolina Rule of Civil Procedure 23. Each Class Member who wishes to object to any term of this Agreement must do so, in writing, by filing a written objection with the Clerk of the Court and mailing it to Settlement Class Counsel, and counsel for Defendants.

**The written objection must include:** (i) the objector's name, address, and telephone number; (ii) the name of this Action and the case number; (iii) a statement of each objection; (iv) proof of class membership, and (v) a written brief detailing the specific basis for each objection, including any legal and factual support the objector wishes to bring to the Court's attention and any evidence the objector wishes to introduce in support of the objection.

If the objection is made through an attorney, the written objection must also include: (1) the identity and number of the Settlement Class members represented by objector's counsel; (2) the number of such represented Settlement Class members who have opted out of the Settlement Class; and (3) the number of such represented Settlement Class members who have remained in the Settlement Class and have not objected. If the attorney intends to seek fees and expenses from anyone other than the objectors he or she represents, the attorney shall also file with the Court and serve upon Class Counsel and Defendants' Counsel not later than fourteen days before the Final Fairness Hearing or as the Court may otherwise direct a document containing the following: (1) the amount of fees sought by the attorney for representing the objector and the factual and legal justification for the fees being sought; (2) a statement regarding whether the fees being sought were calculated on the basis of a lodestar, contingency, or other method; (3) the number of hours already spent by the attorney and an estimate of the hours to be spent in the future; and (4) the attorney's hourly rate.

Objectors must also make themselves available for deposition by counsel for the Parties between the time the objection is filed and a date no later than five days before the Final Fairness Hearing, and the objection must include the dates when the objector is available for deposition.

Any Settlement Class member who files and serves a written objection satisfying the requirements of this section, may appear at the Fairness Hearing, either in person or through personal counsel hired at the Settlement Class member’s expense, to object to any aspect of the fairness, reasonableness, or adequacy of the Settlement. Class members, or their attorneys, intending to make an appearance at the Final Fairness Hearing must deliver to Class Counsel and Defendants’ Counsel and have file-marked by the Court, no later than thirty days before the Final Fairness Hearing or as the Court otherwise may direct, a Notice of Intent to Appear. The Notice of Intent to Appear must: (1) state how much time the Settlement Class member anticipates needing to present the objection; (2) identify, by name, address, and telephone number all witnesses the Settlement Class member proposes to have testify; (3) summarize in detail the anticipated testimony of all such witnesses; (4) identify all exhibits the Settlement Class member intends to offer in support of the objection; and (5) attach complete copies of all such exhibits.

Your objection, along with any supporting material you wish to submit, must be filed with the Court, with a copy delivered to Class Counsel, Defendants’ Counsel and Settlement Administrator no later than, **June 10, 2022**, at the following addresses:

<b>CLASS COUNSEL</b>	<b>DEFENDANTS’ COUNSEL</b>	<b>COURT</b>	<b>SETTLEMENT ADMINISTRATOR</b>
Karl S. Gwaltney <b>Maginnis Howard</b> 7706 Six Forks Rd., Ste. 101 Raleigh, North Carolina 27615	D.J. O’Brien <b>Brooks, Pierce, McLendon, Humphrey &amp; Leonard, LLP</b> PO Box 26000 Greensboro, NC 27420	North Carolina Guilford County Superior Court 201 South Eugene St Greensboro, NC 27401	<i>Powers, et al. v. Hospitality Ventures Management, LLC, et al.</i> c/o CPT Group Inc. 50 Corporate Park Irvine, CA 92606
Robert J. Willis <b>Law Office of Robert J. Willis, P.A.</b> 488 Thompson Street Pittsboro, North Carolina 27312	Jeffrey S. Southerland 400 Bellemeade Street, Suite 800 P.O. Box 2888-27402 Greensboro, NC 27401		

**16. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the Settlement. You cannot both object to and exclude yourself from the Class, you must remain in the class to object. Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.



## THE LAWYERS REPRESENTING YOU

### **17. Do I have a lawyer in this case?**

Yes. The Court has appointed “Class Counsel” as designated in Question 15 of this Notice to represent the Settlement Classes.

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

### **18. How will the lawyers be paid?**

Class Counsel intends to file a motion on or before **June 20, 2022**, seeking an award up to a third (33.33%) of the Monetary Relief in fees and out of pocket expenses, as well as a service award in the amount of \$1,500 for the Representative Plaintiffs, to be drawn from the Settlement Fund. The Court will determine the amount of fees and expenses, and service award.

## THE COURT’S FAIRNESS HEARING

### **19. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Fairness Hearing on **June 27, 2022, at 10:00 a.m.** at the Guilford County Courthouse before an Honorable North Carolina Superior Court Judge, in Courtroom No. 3H, located at 201 South Eugene St, Greensboro, NC 27401.

At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel and the Representative Plaintiffs. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

### **20. Do I have to come to the hearing?**

No. Class Counsel will answer any questions that the Court may have, but you may come at your own expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

### **21. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intent to Appear.” Your request must be filed with the Clerk of the Court and served on Class Counsel and Defendants’ Counsel no later than **June 10, 2022**.

Any such request must state the name, address, and telephone number of the Class Member, as well as the name, address, and telephone number of the person that shall appear on his or her behalf. Any request for appearance that fails to satisfy these requirements, or that has otherwise not been properly or timely submitted, shall be deemed ineffective and a waiver of such Class Member’s rights to appear and to

comment on the Settlement at the Fairness Hearing. Only the Parties, Settlement Class Members, or their counsel may request to appear and be heard at the Fairness Hearing. Persons or entities that chose to exclude themselves may not request to appear and be heard at the Fairness Hearing.

## **IF YOU DO NOTHING**

### **22. What happens if I do nothing at all?**

Once the Defendants verify your eligibility to be part of the Class and the court has approved the Settlement Agreement, you will receive the Settlement Benefit as described above. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Released Persons about the legal issues in this case, ever again.

## **GETTING MORE INFORMATION**

### **23. How do I get more information?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, available at the Settlement Website, [www.cptgroupcaseinfo.com/nchotelpto](http://www.cptgroupcaseinfo.com/nchotelpto). If you have additional questions or want to request a Claim Form, you can visit the Settlement Website or contact the Settlement Notice & Claims Administrator:

#### **MAIL:**

Powers, et al. v. Hospitality Ventures Management, LLC, et al.  
c/o CPT Group Inc  
50 Corporate Park  
Irvine, CA 92606

**EMAIL:** [nchotelpto@cptgroup.com](mailto:nchotelpto@cptgroup.com)

**TOLL-FREE:** 1-888-281-3943

Updates will be posted at the Settlement Website, [www.cptgroupcaseinfo.com/nchotelpto](http://www.cptgroupcaseinfo.com/nchotelpto), as information about the Settlement process becomes available.

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE CONCERNING THIS CASE.**