



STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
CASE NO. 21-CVS-4489

VICKI POWERS and MATTHEW  
WATKINS, )  
)  
)  
Plaintiffs, )  
)  
v. )

**SETTLEMENT AGREEMENT**

HOSPITALITY VENTURES )  
MANAGEMENT, LLC, )  
HOSPITALITY VENTURES )  
MANAGEMENT – GREENSBORO, )  
LLC, HOSPITALITY VENTURES )  
MANAGEMENT – WINSTON- )  
SALEM I, LLC, HOSPITALITY )  
VENTURES MANAGEMENT – )  
WINSTON-SALEM II, LLC, )  
HOSPITALITY VENTURES )  
MANAGEMENT – BENTON, LLC, )  
HC GREENSBORO VENTURES, LLC, )  
HV-WINSTON SALEM I, LLC, WH )  
WINSTON CHERRY, LLC, PM )  
MEETING VENUE, LLC, )  
Defendants. )

This Settlement Agreement (the “Agreement” or “Settlement Agreement”) is entered into by Plaintiffs Vicki Powers and Matthew Watkins (hereafter “Plaintiffs”), on behalf of themselves individually and as putative class representatives; and 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”).

**I. Recitals**

A. Plaintiff Vicki Powers originally initiated this action by filing a complaint in the General Court of Justice, Superior Court Division, in Guilford County on April 12, 2021 against Defendants HVMG, HVMG-G, HVMG-WS I, HVMG-WS II, HVMG–B. On September 1, 2021, a First Amended Complaint was filed adding Plaintiff Matthew Watkins and Defendants HV Greensboro, HV Winston-Salem, SH Winston Cherry, and PM Meeting Venue.

B. Plaintiffs allege Defendants unlawfully failed to pay Plaintiffs and putative class members earned and promised wages under Defendant’s Paid Time Off Policy (“PTO Policy”).

C. Plaintiffs brought the Action on behalf of themselves and a class of other similarly situated employees who earned wages under Defendant’s PTO Policy and were not compensated for those wages upon their termination.

D. The parties have engaged in extensive, arm’s length negotiations regarding the settlement of this Action.

E. The parties have conducted an investigation of the facts and after carefully considering the circumstances of the Action, including the claims asserted and the legal and factual defenses thereto, have concluded that it would be in the parties’ best interests to enter into this Agreement to avoid the uncertainties, burden, and risks of litigation, and that this Agreement is fair, reasonable, adequate, and in the best interests of all putative class members.

F. Defendants, despite their belief that they have strong defenses to the claims described herein, have agreed to enter this Agreement to reduce and avoid the further expense, burden, and inconvenience of protracted and uncertain litigation, and to resolve finally and

completely the claims of Plaintiff and the putative class.

G. Defendants have agreed to a total Settlement Contribution, as defined below, in the amount of a Cash Fund of \$156,000.00.

H. The Settlement Contribution is not to be construed as an admission of liability on the part of the Released Persons. The Released Persons contend that the Settlement Contribution is made only in settlement of doubtful claims and to otherwise buy their peace—liability or improper conduct of any kind on the part of the Released Persons being expressly denied.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs and Defendants, acting in good faith and subject to the approval of the Court, that all class and individual claims alleged against Defendants and those claims that could have been alleged are hereby compromised, settled, fully released, wholly discharged and dismissed with prejudice in accordance with the terms and conditions set forth below.

## **II. Definitions**

A. “Agreement” or “Settlement Agreement” means this Settlement Agreement resolving the litigation and all attachments and exhibits, which the Parties understand and agree set forth all of the terms and conditions of the settlement between them, and which is subject to Court approval.

B. “Cash Fund” means the amount of \$156,000.00 to be paid by the Released Persons to the Claims Administrator for the benefit of the Settlement Class pursuant to this Agreement. The Parties understand and agree that this number reflects the total cash payment obligation with regard to this settlement.

C. “Claims Administrator” means the qualified third-party administrator and agent agreed to by the Parties and approved and appointed by the Court in the Preliminary Approval

Order to administer the Settlement, including providing the Notice of Class Settlement. The Parties agree to recommend that the Court appoint the CPT Group as Claims Administrator to: (a) design, consult on, and implement the Notice Plan and related requirements of this Agreement; and (b) implement the Notice Plan, the Settlement website [www.cptgroupcaseinfo.com/NCHotelPTO](http://www.cptgroupcaseinfo.com/NCHotelPTO) (or something similar), and related requirements of this Agreement, subject to the Court's approval.

D. "Class Counsel" means the following attorneys: Karl S. Gwaltney of Maginnis Howard and Robert J. Willis of the Law Office of Robert J. Willis, P.A.

E. "Class Period" means the period of time between March 15, 2020 and April 12, 2021.

F. "Class Releasors" means each Settlement Class Member, as well as each Settlement Class Member's predecessors, successors, heirs, executors, trustees, legal representatives, administrators, agents, and assigns.

G. "Class Representatives" means Vicki Powers and Matthew Watkins.

H. "Court" means the General Court of Justice, Superior Court Division, Guilford County, North Carolina, where the action is pending. This Court shall retain jurisdiction to effectuate and resolve any disputes concerning the Settlement.

I. "Effective Date" means the date on which the Final Order and Judgment becomes "final," which shall be one business day after the latest of the following events: (a) the date upon which the time expires for filing or noticing any appeal of the Court's Final Order and Judgment approving the Settlement Agreement; (b) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Final Order and Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review

and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (c) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari.

J. “Final Order and Judgment” means an order that is entered by the Court and in a form that is mutually agreeable to the Parties, and approves this Agreement as fair, reasonable, and adequate and in the best interests of the Class as a whole, and makes such other findings and determinations as the Court deems necessary and appropriate to effectuate the terms of this Agreement.

K. “Long Form Notice” means the long form notice of settlement, substantially in the form attached hereto as **Exhibit A**.

L. “Monetary Relief” means the \$156,000.00 Cash Fund.

M. “Notice Period” means the period of time running from the date the Claims Administrator commences the Notice Plan until such Notice Plan is complete. The Notice Period must commence within fourteen (14) calendar days after the entry of the Preliminary Approval Order and should be substantially complete no later than forty-five (45) days after the entry of the Preliminary Approval Order.

N. “Notice Plan” means the plan for dissemination of the notice of this Agreement. The Notice Plan shall commence no later than fourteen (14) calendar days after the date of the entry of the Preliminary Approval Order.

O. “Notice of Class Settlement” means notices, including the Long Form Notice, the Postcard Notices, the Summary Email Notices, the settlement website, and toll-free telephone number, provided to the Settlement Class pursuant to the Notice Plan.

P. “Postcard Notices” means the postcard notice, to be sent to Settlement Class

Members who do not have a facially valid email address or for whom the Claims Administrator has received two undeliverable return messages, substantially in the forms of the notice attached hereto as **Exhibit B**.

Q. “PTO Hours” means the amount of hours of paid time off accumulated under the terms of their employment by Class Members while working for Defendants.

R. “Released Claims” means any and all claims, demands, actions, allegations, suits, causes of action, theories of liability, damages whenever incurred, and the liabilities of any nature whatsoever, in any capacity, arising out of or relating in any way to compensation relating to PTO, from the beginning of time through the Effective Date.

S. “Released Persons” means Defendants, along with their parent companies, lenders, insurers, investors, affiliates, suppliers, successors, assigns, subsidiaries, related entities and trustees and/or beneficiaries of trusts which have an interest in the above referenced company; and/or any current, past or future owners, members, directors, officers, employees, attorneys, accountants, direct and indirect shareholders, partners, members, or agents of the foregoing.

T. “Relevant Time Period” means the period of time between March 15, 2020 to April 12, 2021.

U. “Settlement” means the settlement embodied in this Agreement, including all exhibits (which are an integral part of this Agreement and are incorporated in their entirety by reference).

V. “Settlement Class” or “Settlement Class Members” are defined as those natural persons who meet the requirements for the PTO Settlement Class.

W. “Summary Email Notice” means and includes the notice to be sent to Settlement Class members who have a facially valid email address and is substantially similar to the form

attached hereto as **Exhibit C**.

### **III. Settlement Terms**

#### **A. Certification of Settlement Class**

The Parties agree and consent, for settlement purposes only, to the certification of the following classes in the Action:

**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<sup>1</sup>, (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) allegedly were not paid for their earned PTO hours upon separation of their employment.

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

Defendants agree and consent to certification of the Settlement Classes for settlement purposes only, and subject to the conditions of this Agreement only. Defendants' agreement is contingent upon execution of this Agreement by the Parties and entry of a Final Order and Judgment.

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<sup>1</sup> Three employees have been reemployed by Defendants and had their accrued PTO reinstated.

## **B. Settlement Class Relief and Compensation**

In consideration of a full, complete, and final settlement of the Action, dismissal of the Action with prejudice, and the release, and subject to the Court's approval and the terms of this Settlement, the Parties agree that Defendants shall provide the total Monetary Relief of \$156,000.00. Class Representatives and Class Members each acknowledge that, with the payments provided under this Agreement, they have been paid for all time worked and received all compensation related to PTO to which they would be owed under the Fair Labor Standards Act, North Carolina Wage and Hour Act, or other state or local law.

### ***1. Monetary Relief***

Defendants' records demonstrate those individuals who allegedly had accrued PTO, allegedly were eligible for payment of accrued PTO at the time of separation of employment under Defendants' policies, and allegedly were not compensated for such upon their termination during the Relevant Time Period. Pursuant to Defendants' records, there are 102 PTO Settlement Class Members allegedly owed a total of \$94,654.11<sup>2</sup> The number of PTO Settlement Class Members and amount of allegedly unpaid PTO are material terms of the settlement. Included as **Exhibit D** is a chart of the PTO Settlement Class Members identifying the specific amount of allegedly unpaid PTO and the net amount that is expected to be received by PTO Settlement Class Members after the state and federal income taxes are withheld.

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

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<sup>2</sup> Including Greensboro-High Point Marriott (19 PTO Settlement Class Members with \$30,436.89 in total allegedly unpaid PTO), Winston-Salem Marriott (45 PTO Settlement Class Members with \$44,169.38 in total allegedly unpaid PTO), Winston-Salem Embassy Suites / Benton Convention Center (38 PTO Settlement Class Members with \$20,047.84 in total allegedly unpaid PTO).



Class Counsel for its attorneys' fees and costs, each member shall receive the full amount of their allegedly unpaid PTO minus state and federal income tax withholdings.

In order to ensure the accuracy of the information regarding the Settlement Class Members, Defendants are providing the Affidavit of \_\_\_\_ who can testify that the Defendants have adequately determined the number of allegedly uncompensated employees. This Affidavit is attached hereto as **Exhibit E**.

The employee portion of all applicable taxes will be the sole responsibility of the individual receiving any money under this Agreement. Neither Class Counsel nor Defendants' Counsel intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder, nor will it be relied upon as such.

None of the amounts paid under this Agreement shall create any credit for, be included in, or otherwise affect the calculation or the accrual of any employee benefits in any plans, programs, agreements or policies sponsored, maintained or contributed to by Defendants, including for purposes of any bonus of any kind.

#### **C. Administrative Expenses, Attorneys' Fees, and Costs**

Within seven (7) calendar days of the entry of the Preliminary Approval Order, Defendants shall pay the first installment of \$6,500.00 to the Claims Administrator in order to implement the court-approved Notice Plan. This amount shall be subtracted from the Cash Fund.

Within ten (10) days after the Effective Date, Defendants, or its insurers, shall pay to Maginnis Howard the amount approved for attorneys' fees, costs, and service award. Defendants will not object to a request for attorneys' fees so long as the request does not exceed one third of the Cash Fund and reimbursement of costs. These amounts shall be subtracted from the Cash Fund.

#### **D. Service Awards**

The Class Representatives, or Class Counsel on their behalf, may make an application for a service award in an amount not to exceed \$1,500.00. Defendants will not oppose or otherwise comment on the service award if in the amount referenced above. The service award shall be subtracted from the Cash Fund.

In exchange for the service award, the Class Representatives fully, finally and forever release, relinquish and discharge Released Persons from any and all charges, claims, demands, actions, liens, causes of action and liabilities of any kind whatsoever, whether known or unknown, suspected or unsuspected, which any of them now have, may have, or has ever had, including, but not limited to, any matters related to the Litigation, employment relationship, or the termination of it, including, but not limited to, any matter related to employee handbooks, policies, guidelines, rules, and materials, compensation, breaks or rest periods, termination of employment, harassment, and claims arising under the Fair Credit Reporting Act, Fair and Accurate Credit Transactions Act, Uniform Trade Secrets Act, the Civil Rights Act of 1964 (Title VII), the Civil Rights Acts of 1866, 1871, and 1991, the Equal Pay Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family Medical Leave Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act, the Rehabilitation Act, the Uniformed Services Employment and Reemployment Rights Act, Consolidated Omnibus Budget Reconciliation Act (COBRA), Davis-Bacon Act, Drug Free Workplace Act of 1988, Electronic Communications Privacy Act of 1986, Employee Polygraph Protection Act of 1988, Federal Omnibus Crime Control and Safe Streets Act of 1968, the Hate Crimes Prevention Act of 1999, The Occupational Safety and Health Act, Omnibus Transportation Employee Testing Act of 1991, Privacy Act of 1993, The Sarbanes-Oxley Act, Veterans Reemployment Rights Act, Worker Adjustment and Retraining Notification Act (WARN), and any other federal, state, county or municipal statute, law, rule, regulation or

ordinance relating to consumer reports, background checks, credit checks, employment discrimination, employment benefits, wage and hour, compensation, or employment law, and all other statutory and common law claims, penalties, liquidated damages, interest, compensatory damages, punitive damages, or any other item of damages, and attorneys' fees, costs and expenses ("General Released Claims"). Class Representatives agree not to file a lawsuit, demand, charge, complaint, or claim to assert any General Released Claims and agrees not to participate in any lawsuit or class or collective action based on such claims.

Notwithstanding the foregoing, nothing in this Agreement shall be construed to waive any right that is not subject to waiver by private agreement. Nor shall anything in this Agreement affect the EEOC's rights and responsibilities to enforce the Civil Rights Act of 1964, as amended, or any other applicable law, nor shall anything in this Agreement be construed as a basis for interfering with Class Representatives' protected right to file a timely charge with, or participate in an investigation or proceeding conducted by the EEOC or any other state, federal or local government entity.

The Parties intend that the provisions regarding the disputes released in this Agreement be construed as broadly as possible, and incorporate similar federal, state or other laws, all of which are similarly waived. Class Representatives acknowledge and understand they might later discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this Agreement, but that it is their intention hereby fully, finally and forever to settle and release all matters, known or unknown, suspected or unsuspected, which now exist, might exist, or previously existed relating to Released Persons. This Agreement is intended to be and is final and binding, regardless of any claims of misrepresentation, concealment of fact, or mistake of law or fact and shall be and remain in effect as a full and complete release of all such

matters, regardless of the discovery or existence of any additional or different claims or facts relative to this Agreement.

**E. Cy Pres**

Any amounts not distributed, or any amount of unclaimed funds to Settlement Class Members, or awarded as administrative expenses, attorneys' fees and costs, or as a service award, shall be distributed specifically the Winston-Salem office of Legal Aid of North Carolina or Legal Aid of North Carolina in general, subject to Court approval.

**IV. Procedure for Approval and Implementation of Settlement**

The Parties and their counsel shall take reasonable steps that may be requested by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and effect the reasonable implementation of this Agreement. The procedure for obtaining Court approval of and implementing this Agreement shall be as follows:

**A. Submission to the Court for Preliminary Approval**

Class Counsel shall submit this Agreement to the Court, along with a motion seeking preliminary approval of the proposed Settlement, as soon as practicable following the execution of this Agreement. The motion shall request entry of the Preliminary Approval Order.

The performance of this Agreement is expressly contingent upon entry of the Final Order and Judgment. If the Court substantially denies the relief requested in the motion for Final Approval and does not issue the Final Order and Judgment as set forth in this Agreement following conclusion of the Final Approval Hearing, the Agreement will be terminated, having no force or effect whatsoever, and shall be null and void and will not be admissible as evidence for any purpose in any pending or future litigation in any jurisdiction.

## **B. Appointment of Claims Administrator**

Subject to the approval of the Court, Class Counsel has proposed the appointment of CPT Group to serve as Claims Administrator in this matter. The Claims Administrators shall perform the following duties: (a) prepare the Notice Plan; (b) disseminate the Notice of Class Settlement; (c) process claim forms and opt-out forms; (d) receive and serve on Class Counsel, Defendants' Counsel, and the Court any written objections and opt-out requests; determine the amounts of the awards due to eligible Settlement Class Members in accord with the terms and procedures set forth herein; (e) report, in summary or narrative form, to Class Counsel and Defendants' counsel regarding the completion of the tasks identified in this paragraph; (f) issue other reports and provide any and all files, documents, and data related to this Agreement, upon request, to Defendants' Counsel, or Class Counsel; (g) carry out other related tasks in accordance with the terms of this Agreement; and (h) agree to employ their best efforts to faithfully and fully perform any and all obligations and duties imposed on the Claims Administrator pursuant to this Agreement and its exhibits and amendments (if any). The Settlement Administrator estimates that it will cost approximately \$6,500 to perform the notice procedures and administration functions. All costs and fees of the Claims Administrator shall be paid from the Cash Fund.

All disputes relating to the Claims Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations contemplated by the Settlement Agreement have been fully executed.

## **C. Plan for Dissemination of Notice**

It is the Parties' intent that class members receive constitutionally adequate notice of the Settlement. Class Representative shall submit to the Court for approval the Notice Plan and the

Notice of Class Settlement. The Notice Plan will provide the best notice practicable under the circumstances of the Action, conform to all aspects of N.C. Gen. Stat. § 1A-1, Rule 23, and comply with the terms and conditions of this Agreement.

The dissemination of the Notice of Class Settlement shall be commenced by the Claims Administrator within fourteen (14) calendar days of the entry of the Preliminary Approval Order.

The Notice Plan shall include the following:

1. Class Member Information

Defendants will provide a class list that contains the names of all Settlement Class Members to the Claims Administrator, who shall maintain the list and contents of that list strictly confidential and shall not use the list or contents of the list for any purposes other than the administration of the settlement of the Action. Defendants' commercially reasonable best efforts as to the accuracy and completeness of the identities of those names to the extent reflected in Defendants' records is a material term to this Agreement.

Within three (3) days after the entry of the Preliminary Approval Order, Defendants will send to the Claims Administrator each Class Member's 1) last known address, 2) last known email address, 3) last known phone number, and 4) the precise amount of allegedly outstanding PTO.

2. Internet Website

At the commencement of the Notice Period, the Claims Administrator shall establish an internet website, [www.cptgroupcaseinfo.com/NCHotelPTO](http://www.cptgroupcaseinfo.com/NCHotelPTO) (or something similar), that will inform Settlement Class Members of the terms of this Settlement, their rights, dates, deadlines, and related information. The website shall include, in .pdf format and available for download, the following: (i) the Long Form Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Agreement (including all of its exhibits), (v) the operative Complaint filed in the Action; and (vi)

any other materials agreed upon by the Parties and/or required by the Court.

3. Toll-Free Telephone Number

Prior to the commencement of the Notice Period, the Claims Administrator shall establish a toll-free telephone number, through which Settlement Class Members may obtain information about the Action and the Settlement and request a mailed copy of the Long Form Notice and/or the Claim Form, pursuant to the terms and conditions of this Settlement. The Long Form Notice and Claim Form will be mailed to all persons who request one via the toll-free phone number maintained by the Claims Administrator.

4. Direct Notice – Email Notice

No later than seven (7) days after the commencement of the Notice Period, the Claims Administrator shall email the Summary Email Notices to each Class member with a facially valid email address provided by Defendants. The Summary Email Notices will include a link in the email notification that shall directly open the Long Form Notice.

The Summary Email Notices will be created using an embedded html text format. This format will provide text that is easy to read without graphics, tables, images and other elements that would increase the likelihood that the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters. The emails will be sent using a server known to the major emails providers as one not used to send bulk “SPAM” or “junk” email blasts. Also, the emails will be sent in small groups so as to not be erroneously flagged as a bulk junk email blast. Each Summary Email Notice will be transmitted with a unique message identifier. If the receiving e-mail server cannot deliver the message, a “bounce code” should be returned along with the unique message identifier. For any Summary Email Notice for which a bounce code is received indicating that the message is undeliverable, at least one additional attempt will be made to deliver the notice by

email. If any Summary Email Notice is returned undeliverable two times, the Claims Administrator will send the Postcard Notices. The Summary E-mail Notices will include an embedded link to the Settlement Website.

5. Direct Notice – United States Mail

No later than seven (7) days after the commencement of the Notice Period, the Claims Administrator will send the Postcard Notices by United States Postal Service (“USPS”) first class mail to all Settlement Class Members for which the Claims Administrator has a physical mailing address.

Prior to the initial mailing of the Postcard Notices, postal mailing addresses will be checked against the National Change of Address (“NCOA”) database maintained by the USPS. Any addresses returned by NCOA as invalid will be updated through a third-party address search service prior to mailing. All addresses will be certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip codes, and verified through the Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. Postcard Notices returned as undeliverable will be re-mailed to any new address available through postal service information, for example, to the address provided by the postal service on returned pieces for which the automatic forwarding order has expired, but which is still available during the period in which the postal service returns the piece with the address indicated, or more current or correct addresses that may be found using a third-party lookup service (e.g., “ALLFIND”, maintained by LexisNexis). Upon successfully locating better addresses, the Postcard Notices will be promptly re-mailed. Additionally, the Postcard Notice will be mailed to all persons who request one via the toll-free phone number maintained by the administrator.

6. Post-Notice Declaration of Claims Administrator



Following the completion of the Notice Plan, the Claims Administrator shall prepare a declaration attesting to its compliance. Such declaration shall be provided to Class Counsel and Defendants' Counsel following the end of the Notice Period and be filed with the Court no more than ten (10) days prior to the Final Fairness Hearing or seven (7) days prior the filing of any motion in support of final approval of the Settlement, whichever is earlier.

**D. Opt-Outs and Objections by Settlement Class Members**

1. Requests for Exclusion from Class or Opt-Outs

Any potential Settlement Class Member may request to be excluded from the Settlement Class by submitting a Request for Exclusion pursuant to the terms set forth in the Notice of Class Settlement. Any such request must be made in accordance with the terms set forth in the Notice of Class Settlement, must be mailed or delivered to the designated Claims Administrator as provided in the Notice of Class Settlement, and will be timely only if postmarked no later than five (5) days following the last day of the Notice Period.

Each Settlement Class Member not timely opting out of the proposed Settlement shall be bound by all the terms and conditions of any final approved Settlement. The Parties agree that, should a potential Settlement Class Member submit objections to the proposed Settlement and also timely submit a Request for Exclusion, that potential Settlement Class Member shall be deemed to have excluded himself or herself from the Settlement Class and his or her objections shall not be considered.

Any potential Settlement Class Member that effectively excludes him or herself from the Settlement shall not participate in or be bound by the Settlement ultimately approved by the Court.

Within ten (10) business days after the expiration of the deadline for submitting a Request for Exclusion, the Claims Administrator shall send Defendants' Counsel and Class Counsel a

report of the total number of valid Opt- Outs. The report will include the names and address of each valid Opt-Out, and copies of each Request for Exclusion it receives from putative members of the Settlement Class (whether or not valid).

## 2. Objections to Settlement

Any Settlement Class Member who has not submitted a timely Request for Exclusion and who wishes to object to the fairness, reasonableness, or adequacy of any aspect of the Settlement, must, no later than fifteen (15) days after the last day of the Notice Period or as the Court may otherwise direct, deliver an objection, in writing, to Class Counsel and Defense Counsel and file the objection with the Court.

Written objections 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 Defense Counsel not later than fifteen (15) 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.

The Parties shall have the right to take discovery, including via subpoenas *duces tecum* and depositions, from any objector. Objectors must make themselves available for deposition by counsel for the Parties between the time the objection is filed and a date no later than five (5) 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 Defense Counsel and have file-marked by the Court, no later than fifteen (15) days after the end of the Notice Period, 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.

### 3. Failure to Object

Any Settlement Class Member who fails to timely file such a written statement of his or

her intention to object shall be foreclosed from making any objection to the Settlement and shall waive and forfeit any and all rights he or she may have to appear separately and/or object, and shall be bound by all the terms of this Agreement and by all proceedings, orders and judgments, including but not limited to, the Release contained in this Agreement.

#### **E. Effective Date**

The Agreement shall be effective on the first day after all of the following events have occurred:

1. Entry of the Order Preliminarily Approving Class Settlement;
2. Final approval by the Court of this Settlement, following notice to Settlement Class Members and a Final Fairness Hearing. The Parties recognize that all relief contemplated by this Agreement is expressly contingent upon the Court's Final Approval; and
3. Entry by the Court of a Final Order and Judgment.

#### **F. Disbursements and Distributions from the Cash Fund**

Payment, disbursements, and distributions of the Cash Fund shall proceed as follows:

1. First payment: Defendants shall pay \$6,500 to the Claims Administrator for the costs of notice and administration within seven (7) calendar days after the order on preliminary approval is entered.
2. Second payment: Within ten (10) calendar days after the Effective Date, Defendants shall cause the remainder of the Cash Fund - less the \$6,500 already paid to the Claims Administrator for the costs of notice and claims administration and less any awarded attorneys' fees, costs, and service awards - to be remitted to the Claims Administrator.
3. Third payment: Any attorneys' fees, costs, and Plaintiff's Service award

awarded by the Court, and any service award determined by the Court for services rendered by the Class Representative shall be paid by the Defendants, or its insurers, into the Maginnis Howard trust account for distribution to Class Counsel in accordance with this Agreement. Payment of such attorneys' fees, litigation costs, and service award shall be paid by the Defendants within ten (10) calendar days after the Effective Date of this Agreement.

4. Within twenty (20) calendar days after the Notice Period ends, the Claims Administrator shall advise Class Counsel of its proposed distribution, taking into consideration the compensation outlined in this Agreement, all valid and timely claims submitted by Settlement Class Members.

5. Within twenty-one (21) calendar days after the Effective Date, the Claims Administrator shall disburse all approved amounts to Settlement Class members in accordance with the proposed distribution in accordance with the terms of this Agreement. All disbursement checks shall be cashed within six (6) months of the date of the mailing.

6. If, after the 6-month period for Settlement Class Members to cash checks expires, any amount in the Cash Fund left undisbursed shall, subject to Court approval, be disbursed to the *cy pres* recipient as ordered by the Court. The Claims Administrator shall provide a report to Class Counsel of all money in the Cash Fund left undisbursed within fifteen (15) calendar days after the 6-month period has elapsed. Class Counsel will then direct, subject to Court approval, to distribute the remainder of the Cash Fund to the *cy pres* recipient(s).

#### **G. Retention of Records**

The Claims Administrator shall retain all records relating to payment of claims under this Agreement for a period of five (5) years from the Effective Date of this agreement.

#### **V. Exclusive Remedy, Dismissal of Claims, and Retention of Jurisdiction**

**A. Exclusive Remedy**

This Agreement shall be the exclusive remedy for any and all Released Claims, any claim arising out of or related to the subject matter of this Agreement, and any complaint by any Settlement Class Member against the Released Persons related to the Released Claims. No Released Person shall be subject to liability or expense of any kind to any Settlement Class Member related to the Released Claims except as provided in this Agreement. Upon Final Approval of this Agreement, each Settlement Class Member shall be barred from initiating, asserting or prosecuting any Released Claims against any Released Person. This Agreement shall be binding upon, and inure to the benefit of, the Parties' successors and assigns.

**B. Dismissal of Claims**

The Parties agree that upon the Effective Date of this Agreement, all Released Claims are dismissed with prejudice in accordance with the Final Order and Judgment.

**C. Jurisdiction**

Forsyth County Superior Court in North Carolina shall retain exclusive and continuing jurisdiction over the Parties and this Agreement with respect to the performance of its terms and conditions (and disputes arising out of or relating to this Agreement), the proper provision of all compensation, the implementation and enforcement of its terms, conditions, and obligations, and the non-performance by the Claims Administrator of its duties.

**VI. Releases and Reservations**

**A. Released Claims**

Upon the Effective Date of this Agreement, the Released Persons shall be released and forever discharged by the Class Releasors from all Released Claims. All Class Releasors covenant and agree that they shall not hereafter seek to establish liability against any Released Person based,

in whole or in part, on any of the Released Claims. Each Class Releasor expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims without regard to the subsequent discovery or existence of different or additional facts.

Without acknowledging that Defendants would have any such liability, Defendants agree that these Releases do not cover, and that it will not assert these Releases or the settlement of claims pursuant to this Settlement as a defense to any claim for actual personal injury or any other claim not arising from the allegations contained in Plaintiff's Complaint.

Upon the Effective Date of the Settlement, all Settlement Class Members that have not filed a timely notice of exclusion shall be forever enjoined and barred from asserting any of the Released Claims, and any such Settlement Class Member shall be deemed to have forever released the Released Persons from any and all such Released Claims.

**B.      Reservation of Claims and Rights, No Admission**

Released Claims shall not include (a) any claim against any person or entity that is not a Released Person or (b) any claim for breach of this Agreement. The Parties agree that this Agreement, whether or not the Effective Date occurs, and any and all negotiations, documents, and discussion associated with it shall be without prejudice to the rights of any Party (other than those compromised herein), shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by Released Persons, or of the truth of any of the claims or allegations contained in any Complaint or pleading whether in this Action or in any action or proceeding of any kind whatsoever, civil, criminal or otherwise, before any court, administrative agency, regulatory body or any other body or authority present or future. Neither this Agreement, nor any of its provisions, nor any statement or document filed in

connection herewith nor the fact of this Agreement, shall be filed, offered, received in evidence or otherwise used in any action or proceeding. This Agreement and all of the terms herein constitute compromises and offers to compromise. In the event that this Agreement is terminated, nothing in this Agreement or its negotiation may be used as evidence in any action between the Parties. The Parties expressly reserve all their rights if this Agreement fails to become final and effective substantially in accordance with its terms.

Notwithstanding the preceding paragraph, this Agreement may be pleaded as a full and complete defense to any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted with respect to any of the Released Claims, and may be filed, offered, received into evidence, and otherwise used for such defense. This Agreement may also be used in connection with the Parties' application for approval or enforcement of this Agreement and all proceedings incident thereto, including requests for attorneys' fees, costs, disbursements and compensation to the Settlement Class and any disputes arising from this Agreement.

## **VII. Miscellaneous Provisions**

### **A. Reasonable Best Efforts**

The Parties agree to (i) use their reasonable best efforts, including all steps required by this Agreement and other efforts that may be necessary or appropriate, by order of the Court or otherwise, to carry out the terms of this Agreement; (ii) use their reasonable best efforts to defeat any lawsuit seeking to challenge this Agreement; and (iii) support the Settlement in all statements in any forum. Class Counsel has carefully reviewed this Agreement and has concluded that it is in the best interests of the Settlement Class Members and represents a fair and efficient method of compensating them for their claims against the Released Persons. Accordingly, Class Counsel hereby represents that they shall recommend that each Settlement Class Member accept his or her



settlement offer under the terms of this Agreement. The Parties recognize, however, that the decision whether to participate in this Agreement rests with each individual Settlement Class Member.

**B. Authorization to Enter Agreement**

The undersigned representatives of Defendants represent that they are fully authorized to enter into and execute this Agreement on behalf of Defendants. Class Counsel represent that they are fully authorized to conduct settlement negotiations with Defendants' Counsel on behalf of Plaintiff and to enter into and execute this Agreement on behalf of Plaintiff and the putative Settlement Class, subject to approval by the Court.

**C. Binding Effect**

This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

**D. No Party is the Drafter**

None of the Parties to this Agreement shall be considered the drafter of this Agreement or any included provision for the purpose of any statute, case law, or rule of construction that would or might cause any provision to be construed against the drafter.

**E. Choice of Law**

This Agreement shall be governed by and interpreted according to the substantive laws of the State of North Carolina without regard to its choice of law or conflict of laws principles.

**F. Amendment or Waiver**

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by Class Counsel and Defendants' Counsel who executed this agreement and (b) approved by the Court.

The waiver of any rights conferred by this Agreement shall be effective only if made in writing by the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior to, subsequent to, or contemporaneous with this Agreement.

**G. Integrated Agreement**

This Agreement, including its exhibits, contain an entire, complete, and integrated statement of the terms agreed to by and between the Parties.

**H. No Collateral Attack**

This Agreement shall not be subject to collateral attack by any Settlement Class member or any recipient of the Notice of Class Settlement after the Final Order and Judgment is entered. Such prohibited collateral attacks shall include but not be limited to claims that the Settlement Class Member failed for any reason to receive timely notice of the procedure for submitting a claim.

**I. Meet and Confer regarding Disputes**

Should any dispute arise among the Parties or their respective Counsel regarding the implementation or interpretation of this Agreement, Class Counsel and Defendants' Counsel shall meet and confer with one another and/or the mediator in an attempt to resolve such disputes prior to submitting such disputes to the Court.

**J. Waiver of Compliance**

Any failure of any Party, Defendants' Counsel, and/or Class Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or

failure to insist upon strict compliance with any representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

**K. Severability**

In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision if the Defendants and Class Counsel mutually elect to proceed as if such invalid, illegal or unenforceable provision had never been included in the Agreement.

**L. Execution of Counterparts**

This Agreement may be executed in counterparts. Facsimile or PDF signatures shall be valid signatures as of the date thereof, although the original signature pages shall be appended to this Agreement and filed with the Court thereafter.

**M. No Assignment**

Class Representatives represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation, or any related action, and any attempt to do so shall be of no force or effect.

IN WITNESS WHEREOF, the Parties hereto, by and through their fully authorized representatives, have executed this Agreement.

[signatures pages follow]

VICKI POWERS:

Vicki L. Powers  
Dated: 3/22/22

MATTHEW WATKINS

Matthew Watkins  
Dated: Mar - 23 - 2022

CLASS COUNSEL:

Kong S  
Dated: 3/25/2022

FOR DEFENDANTS HOSPITALITY VENTURES MANAGEMENT, LLC, HOSPITALITY  
VENTURES MANAGEMENT - GREENSBORO, LLC, HOSPITALITY VENTURES  
MANAGEMENT - WINSTON-SALEM I, LLC, HOSPITALITY VENTURES  
MANAGEMENT - WINSTON-SALEM II, LLC, HOSPITALITY VENTURES  
MANAGEMENT - BENTON, LLC, HV GREENSBORO VENTURES, LLC, AND HV  
WINSTON-SALEM I, LLC:

[Signature]  
Dated: 3-15-22

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 Marriott, Winston-Salem Marriott 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.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>EXCLUDE YOURSELF BY ____, 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 ____, 2022</b>	OBJECT by writing to the Court about why you think the Settlement is unfair, inadequate, or unreasonable.
<b>GO TO A HEARING ON ____, 2022 AT ____.</b>	Ask to speak in Court about the fairness of the Settlement.
<b>FILE A NOTICE OF INTENT TO APPEAR BY ____, 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>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, [XXXXXXX](#) 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.

## **WHAT THIS NOTICE CONTAINS:**

### **BASIC INFORMATION**

1. Why is there a Notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?

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

5. How do I know if I am in the Settlement?
6. What if I am still not sure if I am included in the Settlement?

### **SETTLEMENT BENEFITS**

7. What does the Settlement provide?
8. What can I get from the Settlement?
9. What am I giving up to stay in the Class?

### **HOW TO GET A PAYMENT**

10. How can I get a payment?
11. When will I get my payment?

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

12. How do I get out of the Settlement?
13. If I do not exclude myself, can I sue the Defendants for the same thing later?
14. If I exclude myself, can I still get a payment?

### **OBJECTING TO THE SETTLEMENT**

15. How can I tell the Court if I do not like the Settlement?
16. What is the difference between objecting and excluding?

### **THE LAWYERS REPRESENTING YOU**

17. Do I have a lawyer in this case?
18. How will the lawyers be paid?

### **THE COURT'S FAIRNESS HEARING**

19. When and where will the Court decide whether to approve the Settlement?
20. Do I have to come to the Hearing?
21. May I speak at the Hearing?

### **IF YOU DO NOTHING**

22. What happens if I do nothing at all?

### **GETTING MORE INFORMATION**

23. How do I get more information?

## 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, **XXXXXX**, or call the toll-free number, **XXX-XXX-XXXX**.



## 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.

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, **XXXXXXXXXX**.

## 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 alleged amount of unpaid PTO less applicable state and federal taxes.

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 **XX, 2022**.

Exclusion letters may be sent to the Settlement Administrator at:

SETTLEMENT ADMINISTRATOR
Class Action Opt-Out
<b>Powers v. HVMG Settlement</b>
PO Box 58220
1500 John F Kennedy Blvd.
Suite C31
Philadelphia, PA 19102
Email: <a href="mailto:info@XXXXX.com">info@XXXXX.com</a>

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 fifteen (15) 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, **XX, 2022** at the following addresses:

CLASS COUNSEL	DEFENDANTS' COUNSEL	COURT	SETTLEMENT ADMINISTRATOR
Karl S. Gwaltney <b>Maginnis Howard</b> 7706 Six Forks Rd., Ste. 101 Raleigh, North Carolina 27615  Robert J. Willis <b>Law Office of Robert J. Willis, P.A.</b> 488 Thompson Street Pittsboro, North Carolina 27312	D.J. O'Brien <b>Brooks, Pierce, McLendon, Humphrey &amp; Leonard, LLP</b> PO Box 26000 Greensboro, NC 27420  Jeffrey S. Southerland 400 Bellemeade Street, Suite 800 P.O. Box 2888-27402 Greensboro, NC 27401	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 Settlement Administrator <b>1650 Arch Street, Suite 2210</b> <b>Philadelphia, PA 19103</b> (?)

**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 **XXXXXX, 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 **XXXXXX, 2022 at XXX** at the Guilford County Courthouse before an Honorable North Carolina Superior Court Judge, in Courtroom No. **X**, located at 201 South Eugene St, Greensboro,

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 **XXXXXX, 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, **XXXX**. 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 Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

**EMAIL:** [info@XXXXX.com](mailto:info@XXXXX.com)

**TOLL-FREE:** **XXX-XXX-XXXX**

Updates will be posted at the Settlement Website, **XXXXXX**, as information about the Settlement process becomes available.

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

**In the General Court of Justice, Superior Court Division, Guilford County, North Carolina**  
***Vicki Powers and Matthew Watkins v. Hospitality Ventures Management, LLC; et al., Case No. 20-CVS-4489***

**Who's included?** You received this Notice because Hospitality Ventures Management, LLC; Hospitality Ventures Management – Greensboro, LLC; Hospitality Ventures Management – Winston-Salem I, LLC; Hospitality Ventures Management – Winston-Salem II, LLC; Hospitality Ventures Management – Benton, LLC; HV Greensboro Ventures, LLC; HV Winston-Salem I, LLC; SH Winston Cherry, LLC; and PM Meeting Venue, LLC (collectively “Defendants”) records indicate that you MAY be a member of a class that is subject to a pending settlement. You may be a member of the PTO Settlement Class if you (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.

**What does the Settlement provide?** If the Settlement is approved by the Court, Settlement Class Members will receive certain Monetary Relief benefits. Monetary Relief means \$156,000.00 total cash as a Settlement Contribution for payment of all uncompensated PTO balances. The exact amount of compensation will be determined after administrative expenses, service award(s), and attorneys’ fees and costs are deducted.

**What can I get from the Settlement?** **Cash benefit:** 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 alleged amount of unpaid PTO balance less applicable state and federal taxes.

**What are your options?** If you do NOT want to receive a payment or other Settlement Benefits and do NOT want to be bound by the Settlement and any judgment, you must send a written request to exclude yourself from the Class, postmarked no later than **XXXXXX**. If you exclude yourself, you will not receive benefits from the Settlement. If you do not exclude yourself, you will give up the right to sue the Defendants about any of the issues related to this case. If you do not exclude yourself, you may object to the Settlement or to the request for fees and costs by Class Counsel. The Notice, available at **XXXXX**, explains how to exclude yourself or object. The Court will hold a Hearing in this case on **XXXXX** at **XXXXX.m**. The date and time of the Hearing may change, please check the Settlement website **XXXXXX** often for updates.

**How can I learn more about this case?** This Notice contains limited information about the Settlement. For more information, to view additional Settlement documents, to file a Claim and to review information regarding your opt-out and objection rights and the Final Approval Hearing, visit **XXXXXXX**. You may also contact the Settlement Administrator by email: [Info@XXXXX.com](mailto:Info@XXXXX.com), or by phone: 1-**XXX-XXX-XXXX**.



*Powers, et al. v. Hospitality Ventures  
Management, LLC, et al.*  
c/o Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

## **LEGAL NOTICE**

If, between March 15, 2020 and April 12, 2021, you were terminated from employment at the Greensboro-High Point Marriott, Winston-Salem Marriott, Winston-Salem Embassy Suites, and/or Benton Convention Center, a Class Action Settlement may affect your rights.

**This is a court-approved legal Notice. This is not a solicitation from a lawyer.**

XXXXXXX.COM.

According to Defendants' records your PTO balance during the relevant period is:<<Balance in hours>>. Your preliminary estimated payment with respect to the Class Action Settlement will be approximately <<estAmount>>.

US Postage  
Paid  
Permit #\_\_

## *ELECTRONIC SERVICE REQUESTED*

CPT ID: « ID»  
«First1» «Last1»  
«Addr1» «Addr2»  
«City», «St» «Zip»

«Barcode»

To: [Name]

Notice ID: [Notice ID]

Confirmation Code: [Confirmation Code]



### Legal Notice

If, between March 15, 2020 and April 12, 2021, you were terminated from employment at the Greensboro-High Point Marriott, Winston-Salem Marriott, Winston-Salem Embassy Suites, and/or Benton Convention Center, a Class Action Settlement may affect your rights.

You received this Notice because Hospitality Ventures Management, LLC; Hospitality Ventures Management – Greensboro, LLC; Hospitality Ventures Management – Winston-Salem I, LLC; Hospitality Ventures Management – Winston-Salem II, LLC; Hospitality Ventures Management – Benton, LLC; HV Greensboro Ventures, LLC; HV Winston-Salem I, LLC; SH Winston Cherry, LLC; and PM Meeting Venue, LLC, records indicate that you may be a member of the Settlement Class.

**If you are a member of the Settlement Class, you are automatically eligible and do NOT need to file a Claim Form to obtain Monetary Relief—Cash benefits.**

For more information, visit [XXXXXX](#) email [Info@XXXXXX.com](mailto:Info@XXXXXX.com), or call 1-[XXX-XXX-XXXX](#).

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; Hospitality Ventures Management – Greensboro, LLC; Hospitality Ventures Management – Winston-Salem I, LLC; Hospitality Ventures Management – Winston-Salem II, LLC; Hospitality Ventures Management – Benton, LLC; HV Greensboro Ventures, LLC; HV Winston-Salem I, LLC; SH Winston Cherry, LLC; and PM Meeting Venue, LLC (collectively "Defendants"). Plaintiffs allege that 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. The Defendants deny that it did anything wrong or unlawful, including any liability to Plaintiff and to the members of the Settlement Classes. You can find additional information on the Long-Form Notice by clicking on [this link](#).

If you are included in the Settlement, you may qualify to receive Monetary Relief benefits based on your PTO balance at the time of termination of your employment.

### **Who's included?**

You are a member of the **PTO Settlement Class** if you (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) your 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 earned PTO hours upon separation of employment.

**What does the Settlement provide?** If the Settlement is approved by the Court, Settlement Class Members will receive certain Monetary Relief benefits. Monetary Relief means \$156,000.00 in cash as a Settlement Contribution for payment of all uncompensated PTO balances. The exact amount of compensation will be determined after administrative expenses, service award(s), and attorneys' fees and costs are deducted.

### **What can I get from the Settlement?**

- A. **Monetary Relief - Cash benefit:** If you are an eligible member of the class, as explained above, you do not need to take any action to receive the Settlement Benefit. Your PTO balance will be verified by your prior employer and sent directly to you. You will have approximately six months from the date the payment was issued to cash the payment.

B. According to Defendants' records your PTO balance during the relevant period is:<<Balance in hours>>. Your preliminary estimated payment with respect to the Class Action Settlement will be approximately <<estAmount>>.

**What are your options?** If you do NOT want to receive a payment or other Settlement benefits and do NOT want to be bound by the Settlement and any judgment, you must send a written request to exclude yourself from the Class, postmarked no later than XXXXXX. If you exclude yourself, you will not receive benefits from the Settlement. If you do not exclude yourself, you will give up the right to sue the Defendants about any of the issues related to this case. If you do not exclude yourself, you may object to the Settlement or to the request for fees and costs by Class Counsel. The Notice, available at XXXXXX, explains how to exclude yourself or object. The Court will hold a Hearing in this case on XXXXX at XXXXX.m. The date and time of the Hearing may change, please check the Settlement website XXXX often for updates.

**How can I learn more about this case?** This Notice contains limited information about the Settlement. For more information, to view additional Settlement documents, and to review information regarding your opt-out and objection rights and the Final Approval Hearing, visit XXXXXX. You may also contact the Settlement Administrator as indicated below.

Toll-Free: 1-XXX-XXX-XXXX  
Email: Info@XXXXXX.com  
XXXXX





Location Name	Associate Name	Employee Id	Term Date	Job Title	Balance	Hourly Rate	Vacation Balance	Taxes	Net Payments
GREENSBORO- HIGH POINT AIRPORT MARRIOTT	CAUDLE, PATRICIA G	V48937	3/19/2020	N-BARTENDER	40.27	7.25	\$291.96	\$ 34.80	\$ 257.16
GREENSBORO- HIGH POINT AIRPORT MARRIOTT	CHANDLER, KEIR D	C49448	3/19/2020	Y-SOUS CHEF - EXEMPT	298.14	25.26	\$7,531.02	\$ 2,553.18	\$ 4,977.84
GREENSBORO- HIGH POINT AIRPORT MARRIOTT	CLARK, JACKEE	H33300	3/19/2020	N-REST SERVER	7.84	13	\$101.92	\$ 12.80	\$ 89.12
GREENSBORO- HIGH POINT AIRPORT MARRIOTT	DIOKHANE, ABDOULAH	G63080	3/19/2020	N-HOUSEMAN	21.13	10.1	\$213.41	\$ 20.93	\$ 192.48
GREENSBORO- HIGH POINT AIRPORT MARRIOTT	HAYES, ANN	J89417	3/19/2020	N-REST SERVER	13.7	7.25	\$99.33	\$ 27.60	\$ 71.73
GREENSBORO- HIGH POINT AIRPORT MARRIOTT	HAZELWOOD, STEVE	M84534	3/19/2020	N-MAINTENANCE ENGINEER	70.96	21	\$1,490.16	\$ 226.94	\$ 1,263.22
GREENSBORO- HIGH POINT AIRPORT MARRIOTT	KNOTT, BRITTN	K96588	3/19/2020	OEM-N-CATERING MANAGER	7.62	13.77	\$104.93	\$ 8.03	\$ 96.90
GREENSBORO- HIGH POINT AIRPORT MARRIOTT	LEE, TUNISIA	V76741	3/19/2020	HV-N-ROOM ATTENDANT	104.77	10.25	\$1,073.89	\$ 218.04	\$ 855.85
GREENSBORO- HIGH POINT AIRPORT MARRIOTT	MCCALLUM, PEGGIE	D49209	3/19/2020	N-ADMIN ASSISTANT	27.54	17.46	\$480.85	\$ 40.78	\$ 440.07
GREENSBORO- HIGH POINT AIRPORT MARRIOTT	METALLO, JAMES A	W20195	4/17/2020	N-OEM-REGIONAL CONTROLLER	120.43	44.28	\$5,332.64	\$ 1,314.20	\$ 4,018.44
GREENSBORO- HIGH POINT AIRPORT MARRIOTT	MILLER, LETREVA	C06337	3/19/2020	N-FRONT OFFICE SUPERVISOR	5.16	13	\$67.08	\$ 5.13	\$ 61.95
GREENSBORO- HIGH POINT AIRPORT MARRIOTT	MUNYANEZA, TERESIFORA	S15789	3/19/2020	N-BANQUET HOUSEMAN	16.4	10.2	\$167.28	\$ 12.80	\$ 154.48
GREENSBORO- HIGH POINT AIRPORT MARRIOTT	POWERS, VICKI L	F01406	3/19/2020	OEM-N-SALES MANAGER	174.07	21.05	\$3,664.17	\$ 961.27	\$ 2,702.90
GREENSBORO- HIGH POINT AIRPORT MARRIOTT	SPARROW, MIOCHIE R	W49274	3/19/2020	Y-REST/OUTLET MANAGER	298.26	23.69	\$7,065.78	\$ 2,290.79	\$ 4,774.99
GREENSBORO- HIGH POINT AIRPORT MARRIOTT	WHITE, JAMES	C49400	3/19/2020	N-COOKS	18.78	12.31	\$231.18	\$ 17.68	\$ 213.50
GREENSBORO- HIGH POINT AIRPORT MARRIOTT	WHITE, SHARNIQUIA L	U59514	3/19/2020	N-COOKS	18.7	11.41	\$213.37	\$ 20.93	\$ 192.44
GREENSBORO- HIGH POINT AIRPORT MARRIOTT	XU, JIAQU	V49417	3/19/2020	N-MAINTENANCE ENGINEER	64.49	15.72	\$1,013.78	\$ 160.93	\$ 852.85
GREENSBORO- HIGH POINT AIRPORT MARRIOTT	YOUNG, ERICA	H06502	3/19/2020	N-FRONT DESK CLERK	72.65	10.5	\$762.83	\$ 121.07	\$ 641.76
GREENSBORO- HIGH POINT AIRPORT MARRIOTT	YOUNGER JR, MICHAEL E	U49440	3/19/2020	N-ACCOUNTING CLERK	32.24	16.48	\$531.32	\$ 83.04	\$ 448.28
MARRIOTT HOTEL	ATWOOD, BRIAN	K91986	3/19/2020	N-MAINTENANCE ENGINEER	52.46	14.35	\$752.80	\$ 84.33	\$ 668.47
MARRIOTT HOTEL	BAILEY, MEGAN	D29312	3/19/2020	N-BARTENDER	32.84	10	\$328.40	\$ 41.23	\$ 287.17
MARRIOTT HOTEL	BOOKER, PHYLLIS S	W03941	3/19/2020	OEM-N-BQT/CAT MANAGER	81.66	19.65	\$1,604.62	\$ 340.33	\$ 1,264.29
MARRIOTT HOTEL	BOOTHSTODD, LEONARD	W45784	3/18/2020	Y-LAUNDRY MANAGER	25.41	21.63	\$549.62	\$ 92.05	\$ 457.69
MARRIOTT HOTEL	BOULEY, JOHN M	M03213	3/18/2020	Y-EXECUTIVE CHEF	61	35.88	\$2,188.68	\$ 449.27	\$ 1,739.41
MARRIOTT HOTEL	BREWTON, JAMES	M00957	5/8/2021	N-MAINTENANCE ENGINEER	128.68	15.38	\$1,979.10	\$ 413.03	\$ 1,566.07
MARRIOTT HOTEL	BROWN, KESHIA R	I08297	3/19/2020	N-HOUSKEEPING-PUBLIC AREA ATTE	50.9	9.5	\$483.55	\$ 56.08	\$ 427.47
MARRIOTT HOTEL	CALLAHAN, KEVIN	U00771	3/19/2020	Y-BQT/CAT MANAGER	187.76	37.66	\$7,071.04	\$ 1,969.02	\$ 5,102.02
MARRIOTT HOTEL	CARDWELL, SUZANNE	U01131	3/19/2020	OEM-N-SALES MANAGER	29.29	23.27	\$681.58	\$ 62.76	\$ 618.82
MARRIOTT HOTEL	CARROLL, WILLIE M	H01264	3/19/2020	N-HOUSE LAUNDRY	102.32	12.76	\$1,305.60	\$ 276.57	\$ 1,029.03
MARRIOTT HOTEL	CASTLE, COLLIN B	U71168	3/19/2020	N-REST/OUTLET COOK	61.39	12.88	\$790.70	\$ 122.55	\$ 668.15
MARRIOTT HOTEL	DOMENA, CHRISTOPHER	D45680	3/19/2020	N-LAUNDRY	6.44	9	\$57.96	\$ 4.43	\$ 53.53
MARRIOTT HOTEL	FOX, DONNA R	S00769	3/19/2020	N-SALES COORDINATOR	39.71	21.42	\$850.59	\$ 137.31	\$ 713.28
MARRIOTT HOTEL	FULTON, JERMEKA C	V49081	3/19/2020	N-TELECOM - PBX OPERATOR	50.16	11.5	\$576.84	\$ 72.53	\$ 504.31
MARRIOTT HOTEL	GAMMON III, ROBERT W	D01284	3/19/2020	N-BARTENDER	110.4	7.25	\$800.40	\$ 112.27	\$ 688.13
MARRIOTT HOTEL	GAMMON, ALLISON	W01301	3/19/2020	N-BARTENDER	19.65	7.25	\$142.46	\$ 10.90	\$ 131.56
MARRIOTT HOTEL	GLASGO, TYLER M	F01286	3/19/2020	N-REST/OUTLET COOK	17.74	12	\$212.88	\$ 20.85	\$ 192.03
MARRIOTT HOTEL	GREENE, LAUREN	R07613	3/19/2020	OEM-N-CONVENTION SERVICE MAN	53.19	19.47	\$1,035.61	\$ 122.71	\$ 912.90
MARRIOTT HOTEL	HAMPTON, SHARRON	X00774	3/19/2020	N-SALES COORDINATOR	112	14.81	\$1,658.72	\$ 238.15	\$ 1,420.57
MARRIOTT HOTEL	HUFFMAN, HANS K	I01289	4/5/2020	HV-OEM-N-REST/OUTLET MANAGE	197.64	25.1	\$4,960.76	\$ 1,535.83	\$ 3,424.93
MARRIOTT HOTEL	JONES, DOUG R	X01302	3/19/2020	N-REST SERVER	68.39	7.25	\$495.83	\$ 70.78	\$ 425.05
MARRIOTT HOTEL	JONES, MARIAH	B47070	3/19/2020	N-FRONT DESK AGENT	29.98	10.5	\$314.79	\$ 24.08	\$ 290.71
MARRIOTT HOTEL	LINEBERGER, CAROLYN V	S01345	3/19/2020	N-HOUSKEEPING-PUBLIC AREA ATTE	2.28	12.37	\$28.20	\$ 2.16	\$ 26.04
MARRIOTT HOTEL	MARTINEZ, ABEL U	Y10803	3/29/2020	N-REST/OUTLET COOK	46.34	11	\$509.74	\$ 56.69	\$ 453.05
MARRIOTT HOTEL	MCCLURE, THOMAS A	V01372	3/18/2020	OEM-N-SALES MANAGER	49.83	25.07	\$1,249.24	\$ 215.48	\$ 1,033.76
MARRIOTT HOTEL	MIDDLEBROOK, ROOSEVELT	A01377	3/19/2020	N-ACCOUNTING CLERK	69.37	15.25	\$1,057.89	\$ 127.64	\$ 930.25
MARRIOTT HOTEL	MILLER, MONTE R	J22118	3/19/2020	N-HOUSEMAN	8	9	\$72.00	\$ 5.50	\$ 66.50

MARRIOTT HOTEL	MILLER, STEPHEN E	C06667	3/19/2020 N-MAINTENANCE ENGINEER	68.92	12.3	\$847.72	\$	136.75	\$	710.97
MARRIOTT HOTEL	MITCHELL, JOANNA F	U01371	3/18/2020 OEM-N-CATERING MANAGER	44.09	20.8	\$917.07	\$	138.87	\$	778.20
MARRIOTT HOTEL	NELSON, JAMES L	BC1244	3/25/2021 N-SECURITY GUARD	2.72	11.73	\$31.91	\$	2.44	\$	29.47
MARRIOTT HOTEL	PARKER, DENNIS L	C03947	3/29/2020 N-MAINTENANCE ENGINEER	78.8	20.23	\$1,594.12	\$	300.44	\$	1,293.68
MARRIOTT HOTEL	PATRICK, GLORIA	T65341	5/21/2021 Y-EXECUTIVE HOUSEKEEPER	7.08	26.44	\$187.20	\$	14.32	\$	172.88
MARRIOTT HOTEL	PETRONE, EDILEUZA D	C68386	3/19/2020 HV-N-ROOM ATTENDANT	32.56	9.27	\$301.83	\$	23.09	\$	278.74
MARRIOTT HOTEL	POLLOCK, CHELSEA B	M04517	3/19/2020 N-FRONT DESK AGENT	14.69	10	\$146.90	\$	11.24	\$	135.66
MARRIOTT HOTEL	REAVES, JORDAN K	P32299	3/19/2020 N-CONCIERGE HOST	8.4	9.5	\$79.80	\$	6.11	\$	73.69
MARRIOTT HOTEL	ROWELL, MATTHEW B	M76703	10/16/2020 Y-DIRECTOR OF ENGINEERING	9.59	42.4	\$406.62	\$	31.11	\$	375.51
MARRIOTT HOTEL	SANDERS, WANDA	I01433	3/19/2020 N-MAINTENANCE ENGINEER	60.88	18.55	\$1,129.32	\$	182.25	\$	947.07
MARRIOTT HOTEL	SCOTT, KEVIN	R53783	3/19/2020 Y-7i BANQUET CAPTAIN	16.01	7.25	\$116.07	\$	8.88	\$	107.19
MARRIOTT HOTEL	SELLERS, CAROL A	P01415	3/19/2020 OEM-N-CATERING MANAGER	82.64	16.11	\$1,331.33	\$	262.77	\$	1,068.56
MARRIOTT HOTEL	SEMONES, SELINA	V01420	3/19/2020 Y-HUMAN RESOURCES-SALARY	51.72	25.75	\$1,331.79	\$	163.64	\$	1,168.15
MARRIOTT HOTEL	SHANNON, CRYSTAL	N49267	5/10/2021 HV-OEM-N-HUMAN RESOURCES	0.65	37.32	\$24.26	\$	1.85	\$	22.41
MARRIOTT HOTEL	SHORE, LA'SHAUN	P06787	3/19/2020 N-CONCIERGE	27.89	10.5	\$292.85	\$	44.96	\$	247.89
MARRIOTT HOTEL	TANTURA, ISMET	P01439	3/29/2020 N-MAINTENANCE ENGINEER	81.31	15.37	\$1,249.73	\$	171.50	\$	1,078.23
MARRIOTT HOTEL	TEMPLETON, SHARON	C01451	3/19/2020 N-ROOM SERVICE	8.24	8.45	\$69.63	\$	5.33	\$	64.30
MARRIOTT HOTEL	WALLACE, WANDA	M01461	3/18/2020 OEM-N-SALES MANAGER	100.54	23.39	\$2,351.63	\$	595.87	\$	1,755.76
EMBASSY SUITES	BRITT, ABIGAIL	T02932	3/19/2020 Y-7i BANQUET SERVER	8.35	7.25	\$60.54	\$	4.63	\$	55.91
EMBASSY SUITES	BROWN, KESHIA R	I08297	10/14/2020 N-LOBBY ATTENDANT	77.74	9.5	\$738.53	\$	97.55	\$	640.98
EMBASSY SUITES	CAMPBELL, JANET L	T00962	3/19/2020 N-REST SERVER	188.45	8.74	\$1,647.05	\$	356.82	\$	1,290.23
EMBASSY SUITES	COLE, ARNELL N	Y22083	3/19/2020 N-REST/OUTLET COOK	3.81	10	\$38.10	\$	2.92	\$	35.18
EMBASSY SUITES	CROWELL, DARLENE	J74519	3/19/2020 N-HOUSEKEEPING SUPERVISOR	5.71	13.19	\$75.31	\$	5.76	\$	69.55
EMBASSY SUITES	CRUMPLER, ALVAICHIA S	C00971	10/14/2020 N-FRONT DESK AGENT	1.97	11	\$21.67	\$	1.65	\$	20.02
EMBASSY SUITES	DENNISON JR, TERRY	R00768	3/19/2020 OEM-N-FB ASSISTANT MANAGER	55.24	13.36	\$738.01	\$	97.26	\$	640.75
EMBASSY SUITES	DUNCAN, KENNETH	U23351	3/19/2020 N-STEWARD/DISHWASHER	37.42	10	\$374.20	\$	28.63	\$	345.57
EMBASSY SUITES	ERVIN, JAMES	U00795	3/19/2020 N-BANQUET HOUSEMAN	21.91	13.19	\$288.99	\$	22.11	\$	266.88
EMBASSY SUITES	FOWLER, NICHOLE	C34879	3/29/2020 N-FRONT DESK AGENT	26.28	12	\$315.36	\$	24.12	\$	291.24
EMBASSY SUITES	GEGBIE, ELFYKENDU K	E00973	3/19/2020 N-REST SERVER	53.72	8.87	\$476.50	\$	70.37	\$	406.13
EMBASSY SUITES	GONZALEZ, ELIA	Y00799	3/19/2020 Y-7i BANQUET CAPTAIN	96.96	7.25	\$702.96	\$	67.53	\$	635.43
EMBASSY SUITES	GREEN, PAMELA E	V00796	3/19/2020 Y-7i BANQUET SERVER	55.66	7.25	\$403.54	\$	37.95	\$	365.59
EMBASSY SUITES	GRIFFIIN, ANNIE	U27263	3/19/2020 N-ROOM ATTENDANT	3.34	9	\$30.06	\$	2.30	\$	27.76
EMBASSY SUITES	HALL, LANCE	I00977	10/14/2020 N-NIGHT AUDITOR	12.76	12	\$153.12	\$	11.71	\$	141.41
EMBASSY SUITES	HELMS, JOHN	K51546	3/19/2020 N-BARTENDER	18.93	8.2	\$155.23	\$	11.87	\$	143.36
EMBASSY SUITES	HORNE, MONTERIA	E49521	3/29/2020 N-ROOM ATTENDANT	3.16	9	\$28.44	\$	2.17	\$	26.27
EMBASSY SUITES	JACOME DUARTE, KIMBERLY	C03079	3/19/2020 Y-7i BANQUET SERVER	13.19	9.25	\$122.01	\$	11.33	\$	110.68
EMBASSY SUITES	JOHNSON, IRISH R	I00809	3/19/2020 Y-7i BANQUET SERVER	17.7	7.25	\$128.33	\$	9.82	\$	118.51
EMBASSY SUITES	JONES, ANGELIA	Z87271	6/4/2020 HV-OEM-N-EXECUTIVE HOUSEKEEPER	130.52	19.47	\$2,541.22	\$	609.71	\$	1,931.51
EMBASSY SUITES	KAUR, SIMRANJIT	J00978	3/19/2020 N-FRONT DESK AGENT	24.54	12.2	\$299.39	\$	22.90	\$	276.49
EMBASSY SUITES	LEWIS, PRECIOUS	G48585	3/19/2020 N-LOBBY ATTENDANT	1.57	9.79	\$15.37	\$	1.17	\$	14.20
EMBASSY SUITES	LINVILLE, DEDRIC F	J05250	10/14/2020 N-MAINTENANCE ENGINEER	155.08	13.92	\$2,158.71	\$	389.82	\$	1,768.89
EMBASSY SUITES	MANNS, MONICA	R00864	3/19/2020 N-REST/OUTLET COOK	17.44	15.86	\$276.60	\$	21.16	\$	255.44
EMBASSY SUITES	MANNS, VERONICA E	W00989	3/19/2020 N-REST/OUTLET COOK	5.26	12.93	\$68.01	\$	5.21	\$	62.80
EMBASSY SUITES	MCDOWELL, MASON S	Z56767	3/19/2020 N-REST/OUTLET COOK	0.1	12.3	\$1.23	\$	0.10	\$	1.13
EMBASSY SUITES	MILLER, DONNA C	M00861	3/19/2020 N-STEWARD/DISHWASHER	43.35	14.51	\$629.01	\$	48.12	\$	580.89
EMBASSY SUITES	MOSER JR, DENNIS C	K69483	3/19/2020 Y-7i BANQUET SERVER	7.44	7.25	\$53.94	\$	14.12	\$	39.82
EMBASSY SUITES	PILSON, ADDISON G	V61992	10/9/2020 N-FRONT DESK AGENT	17.63	10.75	\$189.52	\$	14.50	\$	175.02

EMBASSY SUITES	SEARCY, BRIANA	X52613	10/14/2020 N-ROOM ATTENDANT	46.59	10	\$465.90	\$	35.65	\$	430.25
EMBASSY SUITES	SNYDER, MATTHEW B	J44783	10/14/2020 N-FRONT DESK AGENT	108.11	12	\$1,297.32	\$	234.25	\$	1,063.07
EMBASSY SUITES	SPEAKS, MONIQUE	M00933	3/19/2020 N-ADMIN ASSISTANT	145.83	19.22	\$2,802.85	\$	501.86	\$	2,300.99
EMBASSY SUITES	STROUD, TYLER A	N71328	10/14/2020 N-FRONT DESK AGENT	22.21	11	\$244.31	\$	26.39	\$	217.92
EMBASSY SUITES	THOMAS, MATTHEW W	F37480	3/19/2020 N-BANQUET HOUSEMAN	56.5	12.5	\$706.25	\$	102.39	\$	603.86
EMBASSY SUITES	WALKER, JASMIN	B18870	3/19/2020 N-STEWARD/DISHWASHER	19.62	9	\$176.58	\$	23.51	\$	153.07
EMBASSY SUITES	WATKINS, MATTHEW R	A09383	3/19/2020 N-REST SUPERVISOR	88.85	13	\$1,155.05	\$	182.87	\$	972.18
EMBASSY SUITES	WIDEMAN, KAREN K	E01069	3/29/2020 HV-N-HOUSEKEEPING-PUBLIC AREA	40.99	9.77	\$400.47	\$	30.64	\$	369.83
EMBASSY SUITES	WIGGINS, ANGELO	B00946	3/19/2020 N-BANQUET HOUSEMAN	4.99	13.66	\$68.16	\$	5.22	\$	62.94
						\$94,654.11				



STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

IN THE GENERAL COURT OF JUSTICE

SUPERIOR COURT DIVISION

CASE NO. 21-CVS-4489

VICKI POWERS and MATTHEW  
WATKINS,

Plaintiffs,

v.

HOSPITALITY VENTURES  
MANAGEMENT, LLC,  
HOSPITALITY VENTURES  
MANAGEMENT – GREENSBORO,  
LLC, HOSPITALITY VENTURES  
MANAGEMENT – WINSTON-  
SALEM I, LLC, HOSPITALITY  
VENTURES MANAGEMENT –  
WINSTON-SALEM II, LLC,  
HOSPITALITY VENTURES  
MANAGEMENT – BENTON, LLC,  
HC GREENSBORO VENTURES, LLC,  
HV-WINSTON SALEM I, LLC, WH  
WINSTON CHERRY, LLC, PM  
MEETING VENUE, LLC,

Defendants.

**AFFIDAVIT OF WILSON TURNER IN  
SUPPORT OF SETTLEMENT  
AGREEMENT**

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**AFFIDAVIT OF WILSON TURNER**

Wilson Turner, first being duly sworn, deposes and says as follows:

1. I am over the age of 18 years and am under no disability that would prevent me from testifying competently to the matters set forth herein. I have personal knowledge of the matters set forth herein, unless otherwise indicated.

2. I am the Senior Director, Human Resources for Hospitality Ventures Management Group (“HVMG”). In this position, I oversee some of the operations at the Greensboro-High Point

Marriott, Winston-Salem Marriott, Winston-Salem Embassy Suites, and Benton Convention Center (the “HVMG Properties”). In this role, I have access to, and knowledge of, the business records relevant to the matters stated in this affidavit.

3. It was the standard business practices of HVMG Properties to maintain employment related records for each PTO Class Member, including the dates of their termination, the rate of pay on the date of termination, the total amount of outstanding PTO Hours on the date of termination, and the total amount of outstanding PTO on the date of termination.

4. Pursuant to the parties’ joint settlement of this case, I compiled complete and accurate lists of the amount of unpaid PTO for all putative members of the PTO Settlement Class—as defined in section III(A) of the Settlement Agreement—utilizing the business records of the HVMG Properties.

5. I analyzed and compiled the list of all PTO Class Members at each HVMG property included with the Settlement Agreement as Exhibit D. There are a total of 102 PTO Class Members with a total of \$94,654.11 owed in PTO. For each such PTO Class Member, I also assisted in determining the total amount of state and federal tax withholdings that would be owed for these unpaid wages.

6. Exhibit D is a true and accurate list of the amount of unpaid PTO owed to all PTO Class Members.

FURTHER, Affiant sayeth not.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK,  
SIGNATURE PAGE TO FOLLOW]

This the 4<sup>th</sup> day of February, 2022.



Wilson Turner

State of Georgia  
Fulton County, Georgia

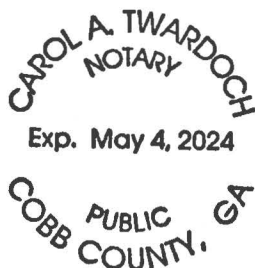
Signed and sworn to (or affirmed) before me this day.

Date: 2-4-22

, Notary Public

CAROL A. TWARDOCH

Printed Name of Notary Public



My commission expires: 5-4-24