

EXHIBIT 1

TO

**DECLARATION OF ROBERT TEEL IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

CLASS ACTION SETTLEMENT AGREEMENT

Dated: May 10, 2024

EXHIBIT 1

**DECLARATION OF ROBERT TEEL IN SUPPORT OF
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
*CASE No. 19-CV-01715-JO-AHG***

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement is entered into on May 10, 2024 by and among plaintiffs Todd Hall and George Abdelsayed, individually and on behalf of the Class Members (defined below), and defendant Marriott International, Inc. The Agreement is (i) subject to the approval of the Court; (ii) made pursuant to Rules 23(e) and 23(h) of the Federal Rules of Civil Procedure; and (iii) made for the sole purpose of attempting to consummate a settlement of the Action (defined below) on a liability class-wide basis subject to the below terms and conditions.

I. DEFINITIONS

As used herein, the following terms shall have the meanings indicated:

- A. **Action**: The class action case pending in the U.S. District Court for the Southern District of California, captioned *Todd Hall and George Abdelsayed on behalf of themselves and all others similarly situated v. Marriott International, Inc.*, No. 19-cv-01715-JO-AHG.
- B. **Agreement**: This “Class Action Settlement Agreement.”
- C. **Attorney Fees/Expenses Award**: The amount of attorneys’ fees and litigation expenses awarded by the Court to Class Counsel, not to exceed \$65,000.
- D. **Attorney Fees/Expenses Motion**: The motion to be filed by Class Counsel seeking approval of the requested Attorney Fees/Expenses Award.
- E. **Circumstances of a Void Agreement**: Subject to the severability provisions set forth elsewhere in this Agreement, if the Agreement becomes void, (i) the Agreement will be of no force and effect and no Party shall be bound by it or any of its terms; (ii) to the extent applicable, any Preliminary Approval Order or related order will be deemed vacated; (iii) the Agreement and all of its terms, and all negotiations, statements, and proceedings relating to it, shall be without prejudice to the rights of the Parties; (iv) each Party shall be restored to its respective position as of the first execution date of the Agreement; and (v) neither the Agreement nor any communications or negotiations leading up to it will be admissible in the Litigation or any other lawsuit, except as permitted by law.
- F. **Class**: As defined by the Court, the liability-only Rule 23(c)(4) class comprising: “All persons in California—except for persons who enrolled in Marriott’s ‘Bonvoy’ rewards program on or after April 24, 2015—who reserved or booked a Marriott managed or franchised hotel room online through the Marriott.com website or Marriott mobile app and who paid a resort fee, destination fee, amenity fee, or destination amenity fee on or after September 9, 2015 and until the Class was certified on March 30, 2023 excluding Marriott and Marriott’s officers, directors, employees, agents and affiliates, the Court and its staff, and attorneys appearing in this action.”

- G. **Class Counsel**: Bursor & Fisher, P.A.; the Law Office of Ronald A. Marron, APLC; and the Law Office of Robert L. Teel.
- H. **Class Member**: Each member of the Class.
- I. **Class Period**: September 9, 2015 to March 30, 2023.
- J. **Class Representatives**: Todd Hall and George Abdelsayed.
- K. **Complaint**: The operative Consolidated Third Amended Class Action Complaint filed on May 27, 2021.
- L. **Court**: The U.S. District Court for the Southern District of California.
- M. **Effective Date**: The date the Court enters judgment granting final approval of the Agreement.
- N. **Final Approval Motion**: The motion seeking final approval of the Agreement.
- O. **Final Approval Order**: The Court's order providing final approval of the Agreement substantially in accordance with the terms and conditions set forth in the Agreement, or as required by the Court and reasonably approved by the Parties.
- P. **Litigation**: The Action and the State Case.
- Q. **Marriott**: Defendant Marriott International, Inc.
- R. **Marriott Hotel**: A Marriott-branded hotel, motel, inn, or other similar establishment.
- S. **Marriott U.S. Website**: The Marriott.com website and corresponding mobile applications directed to U.S. consumers.
- T. **Parties**: Plaintiffs and Marriott.
- U. **Plaintiffs**: The Class Representatives on behalf of themselves and all others similarly situated.
- V. **Preliminary Approval Motion**: The motion seeking preliminary approval of the Agreement.
- W. **Preliminary Approval Order**: The Court's order preliminarily approving the Agreement substantially in accordance with the terms and conditions set forth in the Agreement, or as required by the Court and reasonably approved by the Parties.
- X. **Released Claims**: Any and all claims, causes of action, liabilities, damages (whether actual, compensatory, statutory, punitive or of any other type), penalties, losses, or demands, whether known or unknown, existing or suspected or

unsuspected, that the Releasing Parties have or might have against the Released Parties as of the Effective Date relating to the Resort Fee, Marriott U.S. Website, and/or any of the other subject matter of the Litigation.

- Y. **Released Parties**: Marriott, and each of Marriott's respective past and present officers, directors, employees, shareholders, members, partners, agents, representatives, predecessors, successors, parents, subsidiaries, entities, affiliates, assigns, insurance companies, and attorneys.
- Z. **Releasing Parties**: The Class Representatives and each of their predecessors, successors, representatives, heirs, executors, trusts, administrators, and assigns. The Releasing Parties do not include any Class Members other than the Class Representatives.
- AA. **Resort Fee**: Any mandatory resort fee, amenity fee, destination fee, destination amenity fee, facility fee, or any other mandatory fee or charge for amenities charged by a Marriott Hotel.
- BB. **Room Rate**: A Marriott Hotel's nightly room rate exclusive of Resort Fees, any mandatory hotel fees other than Resort Fees, and taxes and government-imposed fees.
- CC. **Service Award**: The service award made to each Class Representative in an amount not to exceed \$5,000 each in exchange for the general release of their claims, in recognition of their willingness to represent the interests of the Class Members, and to compensate them for initiating the Action, performing work in support of the Action, opportunity costs, publicity, notoriety, and reputational risk, and undertaking all risks of liability for serving in a fiduciary capacity as the Class Representatives for the Class Members in the prosecution of the Action. These payments are subject to the Court's approval.
- DD. **State Case**: The public-injunctive-relief case filed in the Superior Court of California for the County of San Diego and removed to and now pending in the U.S. District Court for the Southern District of California, captioned *Todd Hall and George Abdelsayed individually and in the interests of the public v. Marriott International, Inc.*, No. 23-cv-01764-JO-AHG.
- EE. **Total Room Price**: The Room Rate plus all mandatory hotel fees, including Resort Fees.

II. **RECITALS**

- A. Class Counsel represents that one or more of them conducted an extensive pre-filing investigation, followed by commencement of the Action on September 9, 2019.

- B.** After filing several amended complaints, on May 27, 2021, Plaintiffs filed the Complaint. On June 24, 2021, Marriott filed its answer to the Complaint, including various affirmative defenses, denying any right by Plaintiffs to the requested relief.
- C.** The Parties have engaged in extensive discovery in the Action. On April 8, 2022, Marriott filed a motion for summary judgment, and on April 15, 2022, Plaintiffs filed a motion for partial summary judgment and a motion for class certification.
- D.** On March 30, 2023, the Court granted in part and denied in part Marriott’s motion for summary judgment, granted in part and denied in part Plaintiffs’ motion for class certification, and denied Plaintiffs’ motion for partial summary judgment. The Court dismissed without prejudice Plaintiffs’ claims for equitable and injunctive relief due to a lack of Article III standing and lack of equitable jurisdiction. As a result of the Court’s rulings, Plaintiffs’ remaining claims in the Action are (i) alleged violation of the Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1770; and (ii) common law concealment.
- E.** Pursuant to Rule 23(c)(4), the Court certified the liability-only Class as to the CLRA and common law concealment claims.
- F.** On July 13, 2023, Plaintiffs filed the State Case. Marriott removed the State Case to this Court on September 25, 2023, Plaintiffs timely moved to remand, and the motion to remand is currently pending.
- G.** On November 14, 2023, the Parties attended a full-day mediation with Judge Peter Lichtman (Retired) in connection with the Litigation. On November 17, 2023, the Parties reached an agreement in accordance with the mediator’s recommendation on a settlement conditioned on the Court vacating the class certification order. The Court later declined to vacate the class certification order, and the Action was set for trial on April 22, 2024.
- H.** On April 19, 2024, the Parties reached an agreement on a class settlement, the essential terms of which were filed with the Court on April 19, 2024 and April 22, 2024, and are further memorialized in the Agreement.
- I.** Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to continue the Litigation against Marriott through trial and any appeals. Plaintiffs and Class Counsel have also taken into account the uncertainty and risk of further litigation, as well as the potential outcome and the difficulties and delays inherent in the Litigation. Plaintiffs and Class Counsel have conducted extensive and adversarial arms-length settlement negotiations.
- J.** Plaintiffs and Class Counsel believe the Agreement is fair, adequate, and reasonable, and that it is in the best interests of the Class Members to settle the Action because, *inter alia*, (i) Marriott no longer uses the “blue box” on the Marriott U.S. Website to disclose Resort Fees, and the Marriott U.S. Website now discloses the lowest available Total Room Price; (ii) as part of the Agreement, Marriott has

agreed to undertake the behavioral changes as set forth in the Agreement; and (iii) and the settlement avoids the considerable risks, delays, and the expense of further litigation.

- K.** Marriott generally and specifically denies it committed any wrongful act or violated any law or duty and denies all claims of wrongdoing or liability that Plaintiffs or anyone else have or could have asserted in the Action. In addition, Marriott maintains it has meritorious defenses to all claims alleged in the Action and is prepared to defend the Action. Despite its firm conviction in these regards, Marriott recognizes that the defense of the Action will be protracted and expensive. Substantial amounts of time, energy, and resources of Marriott have been, and unless the Agreement is made, will continue to be, devoted to the defense of the claims asserted by Plaintiffs. Marriott, therefore, has agreed to settle the Released Claims in the manner and upon the terms set forth in the Agreement.
- L.** The Parties agree that nothing in this Agreement and its related documents shall be construed as any admission or concession by Plaintiffs that there is any uncertainty about Marriott's alleged liability, or the scope of damages and other relief to which they allegedly are entitled under the law. Conversely, the Parties agree that nothing in this Agreement and its related documents shall be construed as any admission or concession by Marriott that it bears any fault or liability, or that it committed any wrongdoing or caused any damage whatsoever.
- M.** Counsel have zealously advocated on behalf of their clients. The Parties have engaged in sufficient investigation and discovery to assess the relative merits of Plaintiffs' claims and Marriott's defenses, and to fairly and equitably compromise on a resolution of the claims.
- N.** The Parties believe that it is desirable that Plaintiffs' claims, but not the Class's, be fully and finally compromised, settled, and terminated now, with prejudice, and be forever barred pursuant to the terms and conditions set forth in the Agreement. The Agreement is a product of sustained and adversarial arm's length negotiations. The Parties and their counsel have agreed to resolve the claims against Marriott in the Action as a class action settlement according to the terms set forth in the Agreement.
- O.** In consideration of the promises, covenants, representations, conditions, and warranties contained herein, and for good and valuable consideration given hereunder, the receipt and sufficiency of which is hereby acknowledged by the signatories to the Agreement, the Parties hereby agree as follows.

III. SETTLEMENT TERMS

- A.** **Class Certification.** In consideration of all the other benefits they are receiving pursuant to the Agreement, Plaintiffs hereby: (a) settle and release their individual

claims in the Litigation; and (b) abandon their request on behalf of the Class to establish liability under the CLRA and for common law concealment.

- B. Certification.** For purposes of the Agreement only, Marriott agrees to not object to the certification of the Class for settlement purposes only, which certification is contingent on the entry of the Final Approval Order. If the Agreement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Agreement will not be admissible or used in any way with respect to the question of certification in a non-settlement context. If the Agreement does not become effective, Marriott reserves the right to contest any issues relating to class certification and/or liability.
- C. Confirmation of Class Representatives and Class Counsel.** The Class Representatives are confirmed as representatives for the Class, and Class Counsel are confirmed to represent the Class.
- D. Relief for the Benefit of the Class Representatives and the Class.**
1. Total Room Price Modification to Calendar View. Within six months of the Effective Date, Marriott shall modify the “calendar view” to be consistent with Total Room Price display on the Marriott U.S. Website so the cost identified for each calendar day is not less than the lowest available Total Room Price, not the lowest available Room Rate.
 2. Free Amenities Excluded from Resort Fees. Within 90 days of the Effective Date, Plaintiffs shall provide Marriott with all known instances of a Marriott Hotel advertising as free an amenity covered by a Resort Fee, which discrepancies Marriott shall modify within six months of the Effective Date.
 3. Request for Compliance to Marriott Hotels. Within six months of the Effective Date, Marriott shall: (i) notify and remind all Marriott Hotels charging a Resort Fee that, under Marriott’s resort fee policy, no amenity offered as free may be included as a Resort Fee amenity; and (ii) instruct those hotels to take such action as may be reasonably necessary to ensure they are not offering as free any amenity included as a Resort Fee amenity.
 4. Compliance Reporting. Within 10 days after the one-year anniversary of the Effective Date, Marriott shall provide Class Counsel with a declaration describing its compliance with Section III.D.1-3 of the Agreement.
 5. Exception for Compliance with Legislative/Regulatory Requirements. If any local, state, or federal legislative or regulatory body or agency has adopted or adopts legislation, regulations, or rules that conflict with the terms of the Agreement, and Marriott in good faith believes it is legally required to depart from the requirements of the Agreement, it shall provide notice of such intended departure to Class Counsel and the Court.

- E. Attorneys' Fees and Expenses.** Marriott agrees to pay attorneys' fees and expenses to Class Counsel in the amount of \$65,000, subject to Court approval. Within 45 days of the Preliminary Approval Order or as otherwise set forth by the Court, Class Counsel shall file the Attorney Fees/Expenses Motion, which Marriott shall not to oppose. Before the payment of the Attorney Fees/Expenses Award, Class Counsel shall provide Marriott with a properly completed and duly executed IRS Form W-9. Payment of the Attorney Fees/Expenses Award shall be made within 30 days of the Effective Date via wire to one or more accounts identified by Class Counsel.
- F. Service Awards.** Marriott agrees to pay a service award of \$5,000 to each Class Representative for their services on behalf of the Class and in exchange for their release of their individual claims in the Action, subject to Court approval. Within 45 days of the Preliminary Approval Order or as otherwise set forth by the Court, the Class Representatives may each move for a Service Award not to exceed \$5,000, which motion(s) Marriott shall not oppose. Before payment of the Service Awards, the Class Representatives shall provide properly completed and duly executed IRS Forms W-9. Payment of the Service Awards shall be made within 30 days of the Effective Date via wire to one or more accounts identified by Class Counsel.
- G. Taxes and Representations.** The Parties and their respective counsel have made no representation or warranty, and have no responsibility, with respect to the tax treatment by any Class Representative of any payment made under the Agreement. Each Class Representative will be solely responsible for the federal, state, and local tax consequences to him of the receipt of funds under the Agreement.

IV. RELEASE OF CLAIMS

- A. Released Parties and Claims.** Provided that the Court provides final approval of the Agreement, the Releasing Parties hereby release and discharge the Released Parties from the Released Claims. This release does not bind any Class Members other than the Class Representatives. Provided that the Court provides final approval of the Agreement, Marriott hereby releases and discharges Plaintiffs and their attorneys from any and all claims, causes of action, liabilities, damages (whether actual, compensatory, statutory, punitive or of any other type), penalties, losses, or demands, whether known or unknown, existing or suspected or unsuspected, that Marriott has or might have against the Plaintiffs and their attorneys as of the Effective Date relating to the subject matter of the Litigation.
- B. Civil Code Section 1542.** The Parties knowingly and voluntarily waive the protections of California Civil Code § 1542, and each Party waives the protections of § 1542 to the extent § 1542 applies to the release given by such Party. Section 1542 provides as follows:

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

V. NOTICE, OBJECTIONS, AND EXCLUSIONS

- A. Marriott’s Position on Notice.** Because the Agreement is not binding on any Class Members other than the Class Representatives, Marriott contends that, under, *inter alia*, the “Committee Notes on Rules—2003 Amendment” to Rule 23, and as set forth in more detail in the Preliminary Approval Motion, notice of the Agreement to Class Members is not required in the context of a liability-only class. Marriott further contends that no circumstances exist that would warrant the Court exercising its discretion to provide notice in this case where notice is not required.
- B. Means of Notice.** To the extent the Court, in its discretion, requires the Parties to provide notice of the Agreement, the Parties agree that only notice via website is practicable to be provided. Class Counsel shall create and maintain the website providing notice, as required by the Order dated April 24, 2024 in the Action, for such period of time as the Court may order. The website will use search engine optimization to assist Class Members who want to find answers to questions about the Action or Agreement. If the Court requires the Parties to provide any means of notice other than website notice, the Agreement will be void, and the Circumstances of a Void Agreement will apply.
- C. Timing of Notice.** To the extent the Court requires notice, Plaintiffs will provide notice to Class Members within five days of the Preliminary Approval Order.
- D. Content of Notice.** To the extent the Court requires notice, Plaintiffs shall provide notice substantially in the form attached hereto as Exhibit A, which notice will include, *inter alia*, the date and time of the fairness hearing and hearing on the Final Approval Motion, the process for objecting to the Agreement, information about other important dates and deadlines associated with the Agreement, and relevant contact information for Class Counsel.
- E. Cost of Notice.** Plaintiffs alone shall be responsible for all costs and expenses relating to the provision of notice under this Section V of the Agreement and any actions needed to be taken as a result of the notice, including but not limited to addressing any objections by Class Members.
- F. No Opt-Out.** Because the Class was certified under Rule 23(c)(4) and Class Members are not releasing any rights or claims, Class Members may not exclude themselves from or opt out of the Agreement.

G. **Objections.** Any Class Member may object to the Agreement as provided by law.

VI. **PROCEDURE FOR APPROVING SETTLEMENT**

A. **Preliminary Approval Motion.** The Parties desire and intend to seek preliminary approval of the terms and conditions of the Agreement and a final order and judgment (i) dismissing with prejudice the Class Representatives' claims in the Action, and (ii) dismissing without prejudice the claims of all Class Members other than Class Representatives in the Action. On or before May 10, 2024, Plaintiffs shall file the Preliminary Approval Motion, seeking an order preliminarily approving the Agreement. The Parties shall undertake all steps reasonably necessary to secure the Court's preliminary approval of the Agreement.

B. **Final Approval Motion.** On or before the earlier of July 3, 2024 or 30 days after the close of the 30-day notice period, Plaintiffs shall file the Final Approval Motion, seeking an order providing final approval of the Agreement. The Parties shall undertake all steps reasonably necessary to secure the Court's final approval of the Agreement, including but not limited to by opposing any interventions or objections to the Agreement. The Parties also shall jointly move the Court for a final order (and associated entry of judgment) forever discharging the Released Parties from the Releasing Parties' Released Claims.

C. **Failure to Obtain the Preliminary Approval Order or Final Approval Order.** If the Court does not issue the Preliminary Approval Order or Final Approval Order, or the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Agreement will be void, and the Circumstances of a Void Agreement will apply. A Service Award materially less than \$5,000 or an award of fees and expenses materially less than \$65,000 will trigger this paragraph.

D. **Appellate Rights or Waiver Thereof.** Class Counsel reserves the right to appeal any award of expenses and fees less than \$65,000. Marriott shall not appeal any award of expenses and fees, so long that the award does not exceed \$65,000. Any Class Member who fails to timely submit an objection to the Agreement waives any right to object to the Agreement, shall not be permitted to object to the Agreement at the fairness hearing or hearing on the Final Approval Motion, and shall be foreclosed from seeking any review of the Agreement by appeal or other means.

VII. **DISMISSAL OF THE LITIGATION**

A. **Dismissal of the Action.** The Final Approval Order and associated final judgment will dismiss the Class Representatives' claims in the Action with prejudice, and will dismiss the claims of all Class Members other than the Class Representatives in the Action without prejudice.

- B. Dismissal of the State Case with Prejudice.** Within 15 days of the Effective Date, Plaintiffs shall dismiss the State Case with prejudice.

VIII. MISCELLANEOUS TERMS

- A. Representations and Warranties.** Each Party to the Agreement represents, warrants, and agrees as follows:
1. No Assignment. No Party hereto has assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, or cause(s) of action disposed of by the Agreement.
 2. Advice of Counsel. The Parties acknowledge they had the opportunity to consult with independent legal counsel as to the advisability of making and executing the Agreement, including the waiver of rights under California Civil Code § 1542 or any other similar statute of any other jurisdiction.
 3. Investigation. The Parties acknowledge they have been represented in the negotiations for, and in the preparation of, the Agreement by counsel of their choice; they read the Agreement and have had it fully explained to them by such counsel; and they are fully aware of the terms of the Agreement and the legal effects thereof. Each Party has made such investigation of the facts pertaining to the Agreement and of all of the matters pertaining thereto as it deems necessary.
 4. Authority. Each Party represents and warrants that the person executing the Agreement on their behalf has full authority and capacity to execute the Agreement and to give the releases and other promises contained in it.
- B. No Admission of Liability.** The Agreement affects the settlement of claims which are denied and contested, and nothing contained herein shall be construed as an admission by Marriott of any liability of any kind. Marriott denies any liability in connection with the Released Claims. Except as otherwise set forth herein, each party is responsible for its own respective costs and expenses.
- C. Choice of Law and Venue.** The Agreement will be interpreted and enforced under California law. Any litigation arising under or relating to the Agreement shall be brought exclusively in the U.S. District Court for the Southern District of California. The Parties consent to the personal and general jurisdiction of the Court and waive any objection that such venue is inconvenient or improper.
- D. Publicity.** Any comments for publication in any media by any Party concerning the Agreement shall not provide any substantive information about the Agreement or any of its terms. Neither Party shall disparage the business or reputation of the other or their attorneys, make any statement concerning the negotiations that culminated in the Agreement, or mischaracterize the Agreement or any of its terms. The Class Representatives acknowledge that this clause has material value to Marriott.

- E. Construction of Agreement.** Each Party has participated in the drafting and preparation of the Agreement. As such, in construing the Agreement, none of the Parties hereto shall have any term, or any uncertainty or ambiguity as to any term, construed against such Party solely by reason of such Party having drafted the same, as a result of the manner of the preparation of the Agreement, or otherwise. Each term of the Agreement shall be construed and interpreted so as to render it enforceable.
- F. Headings or Pronouns.** Headings or captions contained in the Agreement are solely for the convenience of the Parties, are not a part of the Agreement, and will not be used for the interpretation of, or determination of the validity of, the Agreement or any term thereof.
- G. Entire Agreement.** The Agreement contains the entire agreement and understanding between the Parties concerning the subject matter hereof, and any and all prior oral or written agreements or understandings between the Parties related hereto are superseded. No representations, oral or otherwise, express or implied, other than those specifically referred to in the Agreement, have been made by any Party.
- H. Waiver, Modification, and Amendment.** No term of the Agreement may be waived unless in writing signed by all Parties. Waiver of any one term is not a waiver of any other term. The Agreement may not be modified, except in writing signed by all Parties. Before the issuance of the Final Approval Order, the Agreement may, with approval of the Court, be modified by written agreement of Class Counsel and Marriott's counsel in their discretion without giving any additional notice to the Class, provided that such modifications are not materially adverse to the Class. After the issuance of the Final Approval Order, the Agreement may, with approval of the Court, be modified by written agreement of Class Counsel and Marriott's counsel in their discretion without giving any additional notice to the Class, provided that such modifications are not materially adverse to the Class and do not limit the rights of the Class Members under the Agreement.
- I. Successors and Assigns.** The Agreement is binding upon, and shall inure to the benefit of, the Parties and their respective successors, assigns, heirs, agents, employees, representatives, officers, parents, affiliates, and subsidiaries.
- J. Execution in Counterparts.** The Agreement may be executed in counterparts and all counterparts shall collectively constitute one agreement binding on all Parties. Signature by facsimile or in electronic format will constitute sufficient execution of the Agreement. The Agreement shall become effective upon its execution by all Parties. Each counterpart shall be deemed an original, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.
- K. Further Cooperation.** The Parties agree to execute all such further and additional documents and instruments, as may be reasonably necessary to carry out the terms

of the Agreement and shall promptly and in good faith undertake all commercially reasonable and necessary acts to effectuate the terms of the Agreement. Class Counsel, the Class Representatives, Marriott, and Marriott's counsel will use their best efforts to seek the Court's approval of the Agreement.

- L. Severability.** In the event any portion of the Agreement is adjudged to be void or unenforceable by a court of competent jurisdiction, the same shall be severable from the remainder of the Agreement. The Parties agree to abide by all of the terms of the Agreement in good faith.
- M. Attorneys' Fees.** If any dispute arises between the Parties in connection with the Agreement, each Party shall attempt in good faith to resolve the matter through negotiation and, if unsuccessful, shall agree upon a neutral third-party mediator to assist them in attempting to resolve the matter informally. Each Party shall bear its own fees and costs, and shall share any mutual costs, in connection with the attempts to resolve the matter informally regardless of the outcome of the dispute. Thereafter, if these measures are unsuccessful and any Party employs counsel to enforce or interpret the Agreement or Final Approval Order in any legal proceeding, including without limitation insolvency, bankruptcy, arbitration, trial by reference, declaratory relief or other litigation, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs in addition to any other remedy it may obtain or be awarded. Such reimbursement shall be included in any judgment or final order issued in the legal proceeding. The "prevailing party" shall mean the Party determined by the court to most nearly prevail and not necessarily the Party in whose favor a judgment is rendered.
- N. Interpretation.** Wherever the context of the Agreement requires, all words used in the singular shall be construed to have been used in the plural, and vice versa, and the use of any gender specific pronoun shall include any other appropriate gender. The term "person" shall refer to any individual, corporation, or legal entity having legal standing to bring an action in its own name under California law. The conjunctive "or" shall mean "and/or" unless otherwise required by the context in which the conjunctive "or" is used. The terms of the Agreement and the Final Approval Order shall be interpreted in a reasonable manner to accomplish the purposes of the Agreement.
- O. Exhibits.** All exhibits referenced in the Agreement are attached to it and incorporated by reference.
- P. Time.** Time is of the essence to the performance of each and every obligation under the Agreement. The time periods and dates described in the Agreement with respect to the giving of notice and hearings are subject to Court approval and modification by the Court or by written stipulation of the Parties' counsel.
- Q. Notices.** All letters, notices, requests, demands, and other communications required or permitted to be given to the Parties under the Agreement, excluding those

directed to the Class, shall be in writing. Any such communication may be served personally, by mail at the addresses set forth on the signature blocks below, or by any other means authorized by California law or agreed and consented to by the Parties in care of their attorneys set forth below. Such communications or service shall be effective as provided under California law. The Parties further consent to service by electronic means. For documents not filed with the Court, service shall be made to those e-mail addresses for counsel set forth on the Court’s electronic docket, with such service deemed complete upon transmission for service of documents before the Effective Date, provided that the sender does not receive any indication that such electronic transmission was unsuccessful. Any Party may change its address or email address by notice to the other Parties.

R. Continuing Jurisdiction. The Court shall retain jurisdiction over the consummation, implementation, administration, enforcement, and performance of the Agreement.


IN WITNESS WHEREOF, the Parties have executed the Agreement as of the dates set forth below.

ON BEHALF OF THE PLAINTIFFS

Date: May 9, 2024 
[Todd R Hall \(May 9, 2024 17:37 PDT\)](#)
By: Todd Hall

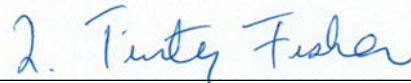
Date: May 9, 2024 
[George Abdelsayed \(May 9, 2024 15:47 PDT\)](#)
By: George Abdelsayed

ON BEHALF OF MARRIOTT INTERNATIONAL, INC.

Date: May 9, 2024 
By: Jared Freedman
Title: SVP & Assoc. GC, Dispute Resolution

**APPROVED AS TO FORM
AND CONTENT:**

Date: May 9, 2024



By: L. Timothy Fisher
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Counsel for Class Representatives and the Class

Date: May 9, 2024



By: Ronald A. Marron
LAW OFFICES OF RONALD A. MARRON, APLC
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ron@consumersadvocates.com
Counsel for Class Representatives and the Class

Date: May 9, 2024



By: Robert Teel
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Seattle, Washington 98122
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lawoffice@rteel.com
Counsel for Class Representatives and the Class

Date: May 10, 2024



By: Paul K. Leary, Jr.
COZEN O'CONNOR
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Telephone: 215-665-2000
Facsimile: 215-665-2013
pleary@cozen.com
Attorney for Defendant Marriott International, Inc.

Date: May 10, 2024

A handwritten signature in blue ink, appearing to read 'CK' followed by a stylized 'A' and a long horizontal stroke.

By: Chad E. Kurtz
COZEN O'CONNOR
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Washington, DC 20036
Telephone: 202-463-2521
Facsimile: 202-640-5939
ckurtz@cozen.com
Attorney for Defendant Marriott International, Inc.

EXHIBIT A
TO
CLASS ACTION SETTLEMENT AGREEMENT
Dated: May 10, 2024

EXHIBIT A

CLASS ACTION SETTLEMENT AGREEMENT
CASE No. 19-CV-01715-JO-AHG

CLASS ACTION SETTLEMENT NOTICE

*A court authorized this notice. This is not a solicitation.
However, your legal rights may be affected by whether you act or don't act.*

TO: All persons in California—except for persons who enrolled in Marriott’s “Bonvoy” rewards program on or after April 24, 2015—who reserved or booked a Marriott managed or franchised hotel room online through the Marriott.com website or Marriott mobile app and who paid a resort fee, destination fee, amenity fee, or destination amenity fee on or after September 9, 2015 and until the Class was certified on March 30, 2023, excluding Marriott and Marriott’s officers, directors, employees, agents and affiliates, the Court and its staff, and attorneys appearing in this action (“Class” or “Class Members”).

The United States District Court for the Southern District of California (“Court”) has granted preliminary approval to a proposed settlement (“Settlement”) in the case captioned *Todd Hall and George Abdelsayed on behalf of themselves and all others similarly situated v. Marriott International, Inc.*, No. 19-cv-01715 JO-AHG (“Lawsuit”). Because your rights may be affected by this Settlement, it is important that you carefully read this Class Action Settlement Notice (“Notice”).

On March 30, 2023, the Court certified the Class. A Preliminary Approval Hearing was held on May 15, 2024, in the Court. In granting preliminary approval of the Settlement, the Court directed this Notice be posted on this webpage.

The Lawsuit alleges that the booking processes on Marriott’s website were unlawful and likely to deceive a reasonable consumer about Marriott’s mandatory resort fees. Marriott disputed these allegations. The Court has not determined whether Marriott violated any laws, and has not decided in favor of Plaintiffs or Marriott; instead, both sides agreed to settle the Lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the Lawsuit, all parties avoid the risk and costs of a trial. Marriott expressly denies that it did anything wrong or that it violated any law, and further denies any liability whatsoever to Plaintiffs or the Class.

Plaintiffs and Class counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement to determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail.

If you would like copies of the Settlement documents, you can contact Plaintiffs’ counsel, whose contact information is below, and they will provide you with a copy free of charge.

BURSOR & FISHER, P.A.

L. Timothy Fisher (SBN 191626)

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PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE

Under the terms of the Settlement, Marriott has agreed to change its business practices to (1) modify the “calendar view” to be consistent with the total room price display on the Marriott U.S. Website so the cost identified for each calendar day is not less than the lowest available total room price (i.e., the room rate plus any mandatory hotel fees), not the lowest available room rate (the cost of the hotel room absent any mandatory hotel fees, and absent tax or government fees); (2) modify all known instances of a Marriott hotel advertising as free an amenity covered by a resort fee; (3) notify and remind all Marriott hotels charging a resort fee that, under Marriott’s resort fee policy, no amenity offered as free may be included as a resort fee amenity; and (4) instruct Marriott hotels to take such action as may be reasonably necessary to ensure compliance with Marriott’s resort fee policy.

If you are in the Class defined above, you have not released any claims but the Court has determined that your rights may be affected by this Settlement. The law requires you to take legal action within a certain period of time after you sustain a loss or become aware of any action that might cause harm or damages. The permissible times to file a legal action and take other steps to protect a claimant’s rights vary depending upon all of the circumstances and potential defendants. If you wish to pursue this matter further, due to time sensitive and critical issues you are encouraged to contact another attorney of your choosing without delay and **as soon as possible** in order to preserve whatever rights you may have.

You may file with the Court objections to the Settlement by July 3, 2024. The Court will hold a hearing in this case on July 10, 2024 at [TIME] to consider whether to approve the Settlement. You may ask to appear at the hearing, either in person or through an attorney of your choosing. For further information regarding the Settlement and your rights to participate or object, visit [WEBSITE URL] or write to Marriott Resort Fee Settlement Notice in care of **BURSOR & FISHER, P.A.**, 1990 North California Blvd., Suite 940, Walnut Creek, CA 94596.

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