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**FIRST CIRCUIT**  
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Attorneys for Plaintiffs HAZEL BROWN  
BARTHOLOMA and JOEY MENDONCA,  
individually and on behalf of all  
others similarly situated.

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

HAZEL BROWN BARTHOLOMA, and	)	Civil No. 16-1-0104-01 DEO
JOEY MENDONCA, individually and on	)	(Class Action)
behalf of all others similarly situated,	)	
	)	<b>STIPULATION AND ORDER: (1)</b>
Plaintiffs,	)	<b>PRELIMINARILY APPROVING CLASS</b>
	)	<b>ACTION SETTLEMENT AGREEMENT</b>
vs.	)	<b>(2) APPROVING FORM OF NOTICE</b>
	)	<b>(3) ESTABLISHING OBJECTION</b>
MARRIOTT BUSINESS SERVICES,	)	<b>DEADLINE (4) DIRECTING</b>
MARRIOTT INTERNATIONAL, INC.,	)	<b>DISSEMINATION OF NOTICE, AND</b>
ESSEX HOUSE CONDOMINIUM	)	<b>(5) SCHEDULING “FINAL FAIRNESS</b>
CORPORATION, and DOE DEFENDANTS	)	<b>HEARING” OF SETTLEMENT</b>
1-50,	)	<b>BETWEEN PLAINTIFFS AND</b>
	)	<b>DEFENDANTS; EXHIBITS “1”-“3”;</b>
Defendants.	)	<b>CERTIFICATE OF SERVICE</b>
	)	
	)	
	)	Judge: Honorable Dean E. Ochiai
	)	
	)	Trial Date: May 4, 2020
	)	

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**STIPULATION AND ORDER:**  
**(1) PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT**  
**AGREEMENT, (2) APPROVING FORM OF NOTICE, (3) ESTABLISHING**  
**OBJECTION DEADLINE, (4) DIRECTING DISSEMINATION OF NOTICE, AND**  
**(5) SCHEDULING “FINAL FAIRNESS HEARING” OF SETTLEMENT**  
**BETWEEN PLAINTIFFS AND DEFENDANTS**

Plaintiffs HAZEL BROWN BARTHOLOMA, and JOEY MENDONCA, individually and on behalf of all others similarly situated in this class action, and Defendants MARRIOTT INTERNATIONAL, INC., and ESSEX HOUSE CONDOMINIUM CORPORATION,<sup>1</sup> through their respective undersigned counsel, requests that the Court may, upon its review and in the exercise of its judgment and discretion, HEREBY enter the instant *Stipulation and Order: (1) Preliminarily Approving Class Action Settlement Agreement, (2) Approving Form Of Notice, (3) Establishing Objection Deadlines, (4) Directing Dissemination Of Notice, And (5) Scheduling “Final Fairness Hearing” Of Settlement Between Plaintiffs and Defendant Marriott (“Stipulation”)*.

In support hereof, attached hereto as Exhibit “1” is a true and correct copy of the *Settlement Agreement and Release*. Attached hereto as Exhibit “2” is a true and correct copy of the parties’ proposed mailed notice to be sent to the class. Attached hereto as Exhibit “3” is a true and correct copy the proposed Settlement Timetable setting forth all the applicable deadlines and the final fairness hearing.

The Court, having considered the *Stipulation and Order: (1) Preliminarily Approving Class Action Settlement Agreement, (2) Approving Form of Notice, (3) Establishing Objection Deadline, (4) Directing Dissemination of Notice, and (5) Scheduling Final “Fairness Hearing” of Settlement Between Plaintiffs and Defendants* (the “Stipulation”), and the records and files in this action, and being otherwise fully advised in the premises, orders, adjudges and decrees, pursuant to Hawai’i Rules of Civil Procedure, Rule 23, that:

1. This Court has jurisdiction over the claims at issue and parties involved in this action.

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<sup>1</sup> Defendant Marriott Business Services, Inc. was dismissed from this action

2. The Class Action Settlement Agreement (“Settlement Agreement”) between and among the Plaintiffs, HAZEL BROWN BARTHOLOMA, and JOEY MENDONCA, individually and on behalf of all others similarly situated in this Class Action, MARRIOTT INTERNATIONAL, INC., and ESSEX HOUSE CONDOMINIUM CORPORATION (“Defendants”) (collectively “the Parties”) is incorporated fully herein by reference and attached as Exhibit “1” to the Parties Stipulation. The definitions used in the Settlement Agreement are adopted for use herein.
3. This Court has been advised by counsel for the Parties that the Settlement Agreement has been reached between and among the Class Representatives, individually and for and on behalf of the Class, Class Counsel for and on behalf of the Class, and Defendants, independently.
4. The Court has reviewed the Settlement Agreement proposed by the Parties, finds that it is without obvious deficiencies, and that is sufficiently fair, adequate, and reasonable to warrant providing notice to the Class of its terms. The Settlement Agreement is hereby preliminarily approved as sufficiently fair, adequate, and reasonable to warrant providing notice to the Class of its terms.
5. The Settlement Agreement appears to have been the product of arms-length negotiation between the Parties, including mediations sessions with Keith Hunter, and appears to have been made in good faith.
6. The prerequisites for a class action under Hawaii Rules of Civil Procedure, Rule 23(a) and (b)(3) have been preliminarily satisfied in that (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of

the class representatives are typical of the claims of the Class within the Settlement Class they seek to represent; (d) the class representatives will fairly and adequately represent the interest of the Settlement Class; (e) the question of law and fact common to the Members of the Settlement Class predominate over any questions affecting only individual Member of the Settlement Class and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

7. Accordingly, the following Settlement Class is conditionally certified, in accordance with HRCF, Rule 23:

All past and present non-management employees of Marriott Business Services (“Marriott”) who, on and after January 21, 2010 to February 1, 2018, provided services in connection with the sale of food and/or beverage at Marriot for which a mandatory service charge was imposed by Marriott.

8. For settlement purposes only, Plaintiffs Hazel Brown Bartholoma and Joey Mendonca are hereby approved as appropriate class representatives and the following counsel are hereby approved as appropriate, qualified and competent Class Counsel:

Brandee J.K. Faria  
Perkin & Faria, LLC  
841 Bishop Street, Suite 1000  
Honolulu, Hawaii 96813

9. The Mailed Notice, attached to the Parties’ Stipulation as Exhibit “2” is constitutionally adequate, and is hereby approved. The Notice contains all of the essential elements necessary to satisfy the requirements of Hawai’i state law and state due process provisions, including the Class definition, the identities of the Parties and their counsel, a summary of the terms of the proposed settlement, benefits to class

members, the amount of attorneys' fees that may be requested, the claims being released, and information regarding the manner in which requests for exclusion or objections may be submitted. The Notice informs Class Members of opt-out and objections procedures and deadlines, and of the date and location of the final "Fairness Hearing" of the settlement. The plan for dissemination of Notice also satisfies due process and all requirements of state law and constitutes the best practical notice under the circumstances of this case.

10. The Court sets the following schedule for the final fairness hearing and the actions which must precede it. All such dates shall be identified in the Notice:

- a. Dissemination of Class Notice shall begin by April 21, 2020.
- b. Settlement Class members must file any objections and must submit any requests for exclusion by no later than forty (40) calendar days after the Settlement Notices are initially mailed to the Settlement Class.
- c. The Class shall file their *Motion for Final Approval and Motion for Attorney's Fees, Costs and Expenses, and for Incentive Awards* no less than 18 days before the Final Approval Hearing.
- d. The Final "Fairness Hearing" will take place on \_\_\_\_\_, 2020 at \_\_\_\_\_ a/p.m. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.
- e. The final "Fairness Hearing" and all dates provided herein may from time to time and without further notice to the Class be continued or adjourned by order of the Court.

11. A Settlement Class Member wishing to make a request for exclusion from the Settlement Class shall mail the request in written form, by first class mail, postage prepaid, and postmarked by the date specified herein, to the address specified in the Notice. Such request for exclusion shall clearly indicate:
  - a. The Class Member's full name, address, and telephone number;
  - b. A short statement that you want to be excluded from the Marriott Class Action Settlement;
  - c. The Class Member's signature.
  
12. Any member of the Settlement Class who is not excluded from the Settlement Class and who objects to the approval of the proposed settlement must mail or hand-deliver a written objection to the Settlement to Class Counsel at the address set forth in the Class Notice. Each Objection must include the following:
  - a. The name of this Action, which is *Bartholoma, et. Al. v. Marriott, et al.*, Civil No. 16-1-0104-01 DEO;
  - b. Printed or typed full name, address and telephone number
  - c. All grounds for objection, accompanied by any legal support for the objection known;
  - d. The number of times the class member has objected to a class action settlement within the last 5 years, the caption of each case in which an objection was made and a copy of any orders or opinions related to or ruling upon the prior objections that were issued by the trial and appellate courts in each listed case;

- e. The identity of all counsel and law firm(s) who represented the class member, including any former or current counsel or law firm(s) who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- f. A copy of any orders related to or ruling upon prior objections of the class member's counsel or law firm(s) that were issued by the trial and appellate courts in each listed case in which class member's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
- g. Any and all agreements that relate to the objection or the process of objecting – whether written or oral – between class member and his or her counsel and any other person or entity;
- h. The identity of all counsel (if any) representing you who will be representing the class member and appear at the Final Approval Hearing;
- i. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- j. A statement confirming whether the class member intends to personally appear and/or testify at the Final Approval Hearing; and
- k. Class member's signature (an attorney's signature is not sufficient).

13. Any Class Member who does not submit a timely Objection in complete accordance with this Agreement, the Class Notice, and otherwise as ordered by the Court shall not be treated as having filed a valid Objection to the Settlement.

14. Any Class Member who wishes to appear at the Court Approval Hearing, whether *pro se* or through counsel, must, within the time set by the Court, mail or hand-deliver to the Court a notice of appearance in the Action, take all other actions or make any additional submissions as may be required in the Class Notice or as otherwise ordered by the Court, and mail the notice and other pleadings to Class Counsel as provided in the Class Notice. No Class Member shall be permitted to raise matters at the Court Approval Hearing that the Class Member could have raised in an Objection but failed to do so.
15. The Settlement Agreement is not and shall not be deemed to be an admission or evidence of any violation of any state or federal statute or law or of any liability or wrongdoing, or of the truth of any of the claims or allegations contained in the Complaint, or any other pleading, and the evidence shall not be used directly, or indirectly, in whole or in part, in any way, whether in the action or in any other action or proceeding or whatever nature or kind. The provisions of this paragraph do not apply to the Notices referenced in the Settlement Agreement.
16. If the Settlement Agreement does not become effective in accordance with the Settlement Agreement, or if the Settlement Agreement is not finally approved, or if the Settlement agreement is canceled, terminated, or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated.

IT IS SO ORDERED

DATED: HONOLULU, HAWAI'I, \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE DEAN E. OCHIAI  
JUDGE OF THE ABOVE-ENTITLED COURT

APPROVED AS TO FORM:

/s/ Richard M. Rand  
RICHARD M. RAND, ESQ.

Counsel for MARRIOTT BUSINESS  
SERVICES, MARRIOTT  
INTERNATIONAL, INC.,  
ESSEX HOUSE CONDOMINIUM  
CORPORATION

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***Bartholoma, et. al., individually and on behalf of all others similarly situated, v. Marriott, et. al.; Civil No. 16-1-01-04-01 DEO; Stipulation and Order: (1) Preliminarily Approving Class Action Settlement Agreement, (2) Approving Form of Notice, (3) Establishing Objection Deadline, (4) Directing Dissemination of Notice, and (5) Scheduling “Final Fairness Hearing” Of Settlement Between Plaintiffs and Defendant***

# **EXHIBIT 1**

**PERKIN & FARIA, LLLC**

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841 Bishop Street, Suite 1000  
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Attorneys for Plaintiffs HAZEL BROWN  
BARTHOLOMA and JOEY MENDONCA,  
individually and on behalf of all  
others similarly situated.

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

HAZEL BARTHOLOMA and JOEY  
MENDONCA, individually and on behalf of  
all other similarly situated,

Plaintiffs,

vs.

MARRIOTT BUSINESS SERVICES,  
MARRIOTT INTERNATIONAL, INC.,  
ESSEX HOUSE CONDOMINIUM  
CORPORATION, and DOE DEFENDANTS  
1-50,

,

Defendants

CIVIL NO. 16-1-0104-01 DEO  
(Class Action)

CLASS ACTION SETTLEMENT  
AGREEMENT

Judge: Honorable Dean E. Ochiai

Trial Date: May 4, 2020

**CLASS ACTION SETTLEMENT AGREEMENT**

This Settlement Agreement is made and entered into by Plaintiffs Hazel Bartholoma and Joey Mendonca (the “Class Representatives”), individually and on behalf of the members of the class that Plaintiffs represent, and Defendants Marriott International, Inc. and Essex House

Condominium Corporation, jointly and separately (“Marriott” or “Defendants”).<sup>1</sup> Plaintiffs and Defendants will be referred to collectively herein as the “Parties” or “Settling Parties.”

## RECITALS

Whereas, this case was filed in 2016 and captioned *Hazel Bartholoma et al., v. Marriott Hotel Services et al.*, Civil No. 16-1-0104 (“Litigation”), in which Plaintiffs sued Defendants in the Circuit Court of the First Circuit State of Hawaii (“Court”). In the Litigation, the Plaintiffs have alleged, on behalf of themselves and on behalf of a class of similarly-situated present and former employees, that Defendants charged a “service charge” to its customers who purchased food and beverages from Defendants at the Kaua’i Marriott Resort & Beach Club (“Hotel”) and violated Haw. Rev. Stat. § 481B-14, which provides that “[a]ny hotel or restaurant that applies a service charge for the sale of food or beverage services shall distribute the service charge directly to its employees as tip income or clearly disclose to the purchaser of the services that the service charge is being used to pay for costs or expenses other than wages and tips of employees,” and other Hawaii state laws; and

Whereas, Defendants deny all of the allegations against it and denies that they are liable for damages to anyone with respect to the causes of action asserted in the Litigation; and

Whereas, the Parties to the Litigation have engaged in lengthy arms-length negotiations, including multiple Settlement Conferences with the Court, and two mediation sessions with D.P.R. Hawaii and have reached a proposed settlement; and

Whereas, Plaintiffs and Defendants do not abandon their respective positions on the merits of the Litigation. Nonetheless, the Parties recognize that continued litigation would be protracted, expensive, uncertain, and contrary to their best interests. Accordingly, the Parties

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<sup>1</sup> Marriott Business Services was dismissed from this action on \_\_\_\_\_.

believe that this Agreement is the most efficient and beneficial method to resolve the claims actually asserted and those that could have been asserted therein; and

Whereas, this Agreement is intended to, and does, effectuate the full, final, and complete resolution of all allegations and claims that were asserted, or could have been asserted, in the Litigation by the Class Representatives, and the Class Members they represent.

Now, therefore, in consideration of the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. CLASS DEFINITION

The class was certified by Order of the Court dated XX, however the following Settlement Class is certified for settlement purposes.

All past and present non-management employees of Marriott Business Services (“Marriott”) who, on and after January 21, 2010 to February 1, 2018, provided services in connection with the sale of food and/or beverage at Marriot for which a mandatory service charge was imposed by Marriott.

Persons and entities that meet the foregoing class definition are referred to herein as “Class Members.”

1.1 The Settling Parties hereby stipulate that the law firms of Perkin & Faria, LLLC is Class Counsel for the settlement class.

1.2 The Settling Parties hereby agree that Epiq (“Claims Administrator”) and Edward Enterprises (“Notice Administrator”) shall be used to assist with the administration of the settlement.

2. CONSIDERATION

2.1 Total Settlement Amount.

Defendants agree to pay \$375,000.00 (“Total Settlement Amount”), inclusive of all attorneys’ fees and costs, which shall cover, resolve, and fully satisfy any and all amounts due under this Agreement, including: (1) general payments to be paid to Class Members in settlement of all claims related in any way to the Litigation and covering all statutory periods; (2) attorneys’ fees, costs and G.E.T. approved by the Court; (3) court-approved service payments to the class representatives; and (4) administrative expenses related to settlement of the lawsuit, including the costs of notices and mailings; and (5) all other expenses pertaining to this Agreement. In the event that this Agreement is canceled, rescinded, terminated, voided or nullified, however that may occur, or the Agreement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendants shall have no obligation to pay any of the Settlement Amount. The Parties agree that forty percent (40%) of the award paid to each class member shall be treated as wages, and the remaining sixty percent (60%) shall be treated as interest and/or penalties for tax purposes. Defendants and Class Counsel make no representation as to the taxability of any amount paid to any Class Member. The Claims Administrator shall withhold from each Class Member’s wage payment the appropriate amount of federal and/or state taxes, if any, which are required by law to be paid by such Class Member(s) with respect to this Agreement, including the payroll taxes as noted below. Moreover, each and every Class Member agrees to indemnify Defendants and Class Counsel and hold them harmless from any interest, taxes, or penalties assessed against them by any governmental agency as a result of such Class Member’s non-payment of taxes on any amounts paid to such Class Member(s) or Class Counsel under the terms of this Agreement. In the event that any Class Member cannot be located, Class Counsel is authorized to employ an investigator to attempt to locate such a Class Member, the fees for which will be paid from that

Class Member's share of the settlement proceeds. Both the employee's and employer's portion of payroll taxes (FICA, etc.) will be paid from the Settlement Amount.

2.2 Attorneys' Fees and Costs. Defendants will not oppose a reasonable fee and cost application. All fees and costs approved by the Court shall be paid from the Total Settlement Amount. Class Counsel understands and agrees that such payment shall be Defendants' full, final, and complete payment of all attorneys' fees and costs associated with Class Counsel's representation of individuals in connection with the Litigation. Defendants shall have no additional liability for any fees and costs associated with Class Counsel's representation of individuals in connection with the Litigation. Provided that the Court approves such amount, the Claims Administrator shall provide a check made out to Class Counsel covering all fees, costs and G.E.T. approved by the Court. Beyond the amounts stated and provided for in this Agreement, each Party shall bear their own burden of any other attorneys' fees and costs incurred in connection with the closing of this case.

2.3 Incentive Payments. At the Fairness Hearing, Plaintiffs will request reasonable incentive payments in the amount of \$16,500.00 each to the two class representatives who actively assisted Class Counsel in prosecuting and settling this case (Hazel Bartholoma and Joey Mendonca). Defendants will join in this application. Any incentive payments approved by the Court shall be paid from the Total Settlement Amount.

2.4 Settlement Payments.

(1) (A) "Settlement Payments" for Class Member will be calculated as follows: individual Class Members' payments in proportion to the amount of service charges such employees received during the class period.

(B) All Settlement Payments shall be paid from the Total Settlement Amount.

Within the time periods defined in Section 3 below, the calculation of payments owed to Class

Members who have not opted out of participating in the settlement will be finalized by the Claims Administrator.

(C) Following the initial distribution of settlement funds, any remaining funds will be held for 60 days to correct any errors that may arise in the distribution of the settlement fund to responding Class Members. Any unclaimed funds that remain after 60 days shall be distributed to the *cy pres* beneficiary mutually agreed to by Counsel for Plaintiffs and Defendants.

### 3. RELEASE

As of the date that the Court grants final approval of this Agreement, the Class Representatives, for himself or herself and on behalf of each Class Member who has not opted out in accordance with the procedure set forth herein, fully, finally, and forever releases, settles, and discharges Defendants, Marriott International, Inc. and Essex House Condominium Corporation, and any related entity, together with all of their members, hotel owners, stockholders, predecessors, successors, assigns, parents, subsidiaries, affiliates, partners, joint ventures, and investors, and their respective agents, directors, officers, employees, shareholders, executives, counsel, members, insurers, fiduciaries, representatives, attorneys and benefit plans (collectively, the “Released Parties”) from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, direct, indirect, or consequential, liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Plaintiffs or any Class Member ever had, now have, may have, or hereafter can, shall, or may ever have against the Released Parties in any other court, tribunal, arbitration panel, commission, agency, or before any governmental and/or administrative body,

or any other adjudicatory body, on the basis of, connected with, arising from, or in any way whatsoever relating to the disclosure and/or assessment of service charges on the sale of food and/or beverage services in connection with the Hotel's operations during the Class Period and the claims alleged in the operative complaint in the Lawsuit, and, more particularly, but without in any way limiting the generality of the foregoing, arising from, directly or indirectly, or in any way whatsoever pertaining or relating to the claims alleged in the Lawsuit, including, but not limited to, communications, disclosures, nondisclosures, representations, statements, claims, omissions, messaging, design, advertising, promotion, displays, brochures, operation, performance, notification, providing, offering, sale by the Released Parties of food and/or beverage services in connection with the Hotel's operations and/or any service charge assessed in connection therewith; any claims for rescission, restitution or unjust enrichment for all damages of any kind; violations of any state's deceptive, unlawful and/or unfair business and/or trade practices and/or consumer fraud and/or consumer protection statutes, including Chapter 480 of the Hawaii Revised Statutes; violations of any state's wage and hour statutes, including Chapter 388 of the Hawaii Revised Statutes; any violations of any state or federal statutes governing the assessment, distribution, retention, or disclosure of service charges assessed on the sale of food or beverage services; any breaches of express, implied and/or any other warranties, any similar federal, state or local statutes, codes, damages, costs, expenses, extra contractual damages, compensatory damages, exemplary damages, special damages, penalties, punitive damages and/or damage multipliers, including under HRS § 388-10, disgorgement, declaratory relief, expenses, interest, and/or attorneys' fees and costs against the Released Parties pertaining to or relating to the claims alleged in the operative complaint in the Lawsuit, notwithstanding that Plaintiffs and the Class Members acknowledge that they may hereafter discover facts in

addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Release herein. Plaintiffs and the Class Members expressly release and discharge the Released Parties from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, known or unknown, that may be asserted in connection with the Lawsuit. Expressly excluded from this release are any claims not related to the claims asserted in the Lawsuit, including but not limited to personal injury claims.

#### 4. IMPLEMENTATION PROCEDURE

4.1 The Parties will submit a stipulation to the Court jointly seeking an order from the Court for (a) preliminary approval of this Agreement, (b) approval of class notice, (c) approval of the proposed method of giving notice, and (d) setting a final fairness hearing.

(A) Defendants have provided Class Counsel with a list, in electronic form, of the names and last known addresses of all Class Members, and documents from which earnings during the class period may be ascertained. The Notice Administrator will oversee sending a Notice of Proposed Settlement of Class Action Lawsuit in the form (“the Notice”) attached as an Exhibit to *Stipulation for Preliminary Approval* via First Class United States mail, postage prepaid to each Class Member.

(B) All reasonable steps necessary to obtain the correct address of any Class Members for whom the Notice is returned by the post office as undeliverable will be made. Where correct addresses are obtained, the Claims Administrator shall attempt to re-mail the Notice.

4.4 Class Members shall be given thirty (40) days from the date of mailing of the class notice in which to request that they be excluded from the Class (“opt out”). Any Class

Member may request exclusion from the Settlement Class by “opting out.” To do so, a Class Member must submit a written and signed request for exclusion to Class Counsel or the Claims Administrator. To be effective, a Class Member’s Opt-Out Statement must be post-marked no later than a date to be specified on the Notice. Should there be more than five (5) class members who opt-out of the Settlement, Defendants shall have the right at their election to void the Settlement, and the Parties will return to their respective positions in the Lawsuit.

4.5 Eligibility for Payment Under This Agreement.

Lead Plaintiffs and Class Members shall be eligible for payment under this Agreement if they do not opt out.

4.6 Motion for Judgment and Final Approval. Prior to the final fairness hearing, the Plaintiffs will file a Motion for Judgment and Final Approval requesting: (1) an order granting final approval of this Agreement, including a ruling that the Agreement is final, fair, reasonable, and adequate and that approves the Individual Release to be signed by Class Members; (2) the entry of final judgment in accordance with this Agreement; and (3) dismissal of the Litigation with prejudice. Defendants will join in Plaintiffs’ Motion for Judgment and Final Approval.

4.7 Effect of Failure to Grant Judgment and Final Approval. In the event the Court fails to enter an order and judgment or that order and judgment fails to become Final, the Litigation will resume unless the Parties jointly agree to: (1) seek reconsideration or appellate review of the decision denying entry of judgment, or (2) attempt to renegotiate the settlement and seek Court approval of the renegotiated settlement. In the event any reconsideration and/or appellate review is denied, or a mutually agreed upon settlement is not approved:

(A) The Litigation will proceed as if no settlement has been attempted. In that event, Defendants retain the right to contest the merits of the claims being asserted in this action.

(B) Class Counsel will provide notice to Class Members that the Agreement did not receive Final Approval and that, as a result, no payments will be made to any person under the Agreement. Such notice shall be mailed by the Claims Administrator postage prepaid to the addresses used to mail the Notice.

4.8 Thirty-one (35) days after Final Judgment has been entered (and the expiration of the thirty (30) day appeal period), and with no appeal having been taken, Defendants shall remit settlement payments to the Claims Administrator, pursuant to the distribution of settlement funds calculated by Class Counsel, as well as payment for attorneys' fees, costs and G.E.T., as approved by the Court.

4.9 bb the initial distribution of settlement funds, any remaining amounts shall be distributed to the identified *cy pres* entity.

4.10 The Parties agree that forty percent of each settlement payment made to a participating Class Member shall be reported on an IRS Form W-2. Sixty percent of each settlement payment made to a participating Class Member shall be reported as interest and/or penalties and shall be reported on an IRS Form 1099. The amount of any incentive payments to the Class Representatives shall be reported on an IRS Form 1099. The amount of attorneys' fees and costs shall be made payable to class counsel as directed by them, and shall be reported on an IRS Form 1099 to Class Counsel. Payroll taxes shall be withheld by the Claims Administrator from the Form W-2 settlement payments to class members; the employer's share of payroll taxes from such W-2 payments shall be paid from the Total Settlement Amount.

4.11 No person shall have any claim against the attorneys for the Parties based upon the distributions made in accordance with this Agreement.

4.12 No Assignment. Class Counsel and Class Representatives, individually and on behalf of the Class, 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.

4.13 Non-Admission of Liability. By entering into this Agreement, Defendants in no way admit any violation of law or any liability whatsoever to Plaintiffs, Class Members, or any other individual, individually or collectively, all such liability being expressly denied. Rather, Defendants enter into this Agreement to avoid further protracted litigation and to resolve and settle all disputes. Settlement of the Litigation, negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Agreement or the settlement: (a) are not, shall not be deemed to be, and may not be used as an admission or evidence of any wrongdoing or liability on part of the Defendants or of the truth of any of the factual allegations asserted in the Litigation; (b) are not, shall not be deemed to be, and may not be used as an admission or evidence of fault or omission of any party in any civil, criminal, administrative or arbitral proceeding; and (c) are not, shall not be deemed to be, and may not be used as an admission or evidence of the appropriateness of these or similar claims for class certification or administration or collective action treatment other than for purposes of administering this Agreement. The Parties understand and agree that this Agreement and all exhibits hereto are settlement documents and shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce the terms of this Agreement.

1. 4.14 Defendants Are In Compliance With HRS §481B-14. Class Counsel and Class Representatives, individually and on behalf of the Class, agree that the disclosure language used

by the Hotel as of February, 2018 in contracts, event orders, and banquet checks complies with the disclosure requirements of H.R.S. §481B-14. The language is:

In addition to appropriate state and local taxes, a service charge of 25% will be applied to the cost for food and beverage, audio visual, room rental charges and miscellaneous charges. Out of the 25% on audio visual services, room rental charges and miscellaneous charges none of this 25% service charge is distributed to employees. Only a portion of the 25% service charge on food and beverage costs is allocated to pay for various costs and expenses other than the wages and tips of employees. 18% of the service charge and food and beverage costs only is allocated to the wages and tips for our employees

Class Counsel and Class Representatives, individually and on behalf of the Class, agrees that the Hotel may change the amount of the service charge or the allocation and remain in compliance with the disclosure requirements of H.R.S. §481B-14.

5. EFFECTIVENESS OF AGREEMENT

This agreement shall be effective upon the Effective Date. The Effective Date shall be the last date on which all of the following events have occurred:

5.1 The Parties and their attorneys have executed this Agreement.

5.2 The Court has entered a preliminary approval order.

5.3 The Court has entered a form or order of dismissal with prejudice and judgment has been entered thereon.

5.4 The time for appeal from the judgment has passed, without any appeal having been taken, or if an appeal is taken, the appeal has been finally resolved by affirmance of the judgment or dismissal of the appeal, and after the time for any further legal proceedings in connection with

such affirmance or dismissal has passed such that this Agreement and judgment thereon has been upheld and is not subject to further judicial review

6. FAILURE OF EFFECTIVENESS OF AGREEMENT.

If, for any reason, any of the conditions described in paragraph 5 fails to occur, unless the Parties agree in writing otherwise, all orders entered in accordance with this agreement shall be vacated, and the Parties will be returned to the *status quo ante* with respect to the Lawsuit as if this Agreement had never been executed.

7. GENERAL PROVISIONS

7.1 This Agreement may be signed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

7.2 The Parties will execute all documents and perform all acts necessary and proper to fully effectuate the terms of this Agreement.

7.3 Each Party to this Agreement warrants that he, she or it is acting on his, her or its own independent judgment and on the advice of his, her or its own counsel and not in reliance on any warranty or representation, express or implied, of any nature or kind of any other party.

7.4 This Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Hawaii.

7.5 The Parties agree to accept facsimile and/or electronic copies of documents as if they were originally signed documents. Upon request, any Party submitting facsimile or electronically copied signatures shall provide the other Party with originally signed replacement documents.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS AGREEMENT ON  
THE DATE SET FORTH BELOW

Defendant Marriott International, Inc.  
Defendant Essex House Condominium Corporation

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hazel Bartholoma, Class Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joey Mendonca , Class Representative

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND CONTENT**

Perkin & Faria

\_\_\_\_\_  
By Brandee J.K. Faria

\_\_\_\_\_  
Date

Marr Jones & Wang LLLP

\_\_\_\_\_  
By Richard Rand, Esq.

\_\_\_\_\_  
Date

## **EXHIBIT 2**

**If You Worked at the Kaua'i Marriott Resort & Beach Club from January 21, 2010 to \_\_\_\_\_ As a Non-Management Employee who provided services in connection with sales of food and/or beverages at events for which a service charge was imposed and not distributed in its entirety to non-management employees, this Notice may affect your rights.**

*A Hawai'i state court authorized this notice. This is not a solicitation from a lawyer.*

- A \$375,000.00 Settlement has been reached in a class action about service charges owed to current and former employees of MARRIOTT INTERNATIONAL, INC., ESSEX HOUSE CONDOMINIUM CORPORATION (hereafter “Marriott” or Defendants) who worked at the Kaua'i Marriott Resort and Beach Club (“Hotel”) during the class period. Marriott denies all wrongdoing and liability, and maintains that they fully complied with HRS § 481B-14 by clearly disclosing to purchasers of the Hotel’s food and beverage services that service employees would not receive 100% of the service charge. **Marriott is not admitting liability by entering into this settlement.**
- Current and former employees of Marriott during the class period are eligible for a payment from the Settlement Fund.
- The Settlement Class includes all current and former Marriott non-management employees who worked at the Hotel performing services in connection with sales of food and/or beverages at events for which a service charge was imposed and not distributed in its entirety to non-management employees from January 21, 2010 through February 1, 2018. Excluded from the Settlement Class is Marriott, its parents, subsidiaries, affiliates, officers and directors, all Settlement Class members who make a timely election to be excluded, and all judges assigned to this litigation and their immediate family members.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>Receive a Check</b>	If you are entitled under the Settlement to a payment, you do not have to do anything to receive it. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class, you will automatically receive a payment by check.
<b>Exclude Yourself from the Settlement by May 31, 2020</b>	Receive no benefit from the Settlement. This is the only option that allows you to retain your right to bring any other lawsuit, at your own risk and expense, against Marriott about the claims in this case.
<b>Object by June 12, 2020</b>	Write to the Court if you object to the terms of the Settlement.
<b>Go to a Hearing on June 21, 2020 at 10:00 a.m.</b>	Ask to speak in Court about the fairness of the Settlement.
<b>Do Nothing</b>	You will receive a check, and will give up your right to bring your own lawsuit against Marriott about the claims in this case.

- These rights and options — **and the deadlines to exercise them** — are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments

**Questions? Call 1-808-523-2300 or visit [www.perkinlaw.com](http://www.perkinlaw.com)**

will be provided if the Court approves the Settlement and after any appeals are resolved. Please be patient.

## What This Notice Contains

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## BASIC INFORMATION

### 1. Why is there a notice?

The Court authorized this notice because you have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to give Final Approval to the Settlement. This notice explains the lawsuit, the Settlement and your legal rights.

The Circuit Court of the First Circuit, State of Hawai'i is overseeing this case. The case is known as *Bartholoma, et. al. v. Marriott, et. al.*, Civil No. 16-1-01-04-01-DEO, (the "Action"). The person who sued is called the "Plaintiff." The Defendants are the Marriott parties.

### 2. What is this lawsuit about?

To provide a brief recap, from January 21, 2010, non-managerial employees of Marriott who worked at the Hotel provided services in connection with the sale of food and/or beverages at events for which a service charge was imposed on purchasers and not distributed in its entirety to non-management employees.

- HRS § 481B-14 states: "Any hotel or restaurant that applies a service charge for the sale of food or beverage services shall distribute the service charge directly to its employees as tip income or clearly disclose to the purchaser of the services that the service charge is being used to pay for costs or expenses other than wages and tips of employees."
- HRS § 388-6 states in part: "No employer may deduct, retain, or otherwise require to be paid, any part or portion of any compensation earned by any employee except where required by federal or state statute or by court process or when such deductions or retentions are authorized in writing by the employee...."
- HRS § 388-2 states in part: "Every employer shall pay all wages due to the employer's employees at least twice during each calendar month, on regular paydays designated in advance by the employer, in lawful money of the United States, with checks convertible into cash on demand at full face value thereof, by direct deposit to the employee's account at a federally insured depository institution as provided in subsection..."

Plaintiffs maintain that Marriott did not distribute the entirety of the service charge to non-managerial employees and that Marriott failed to clearly disclose to its customers that it did not distribute the entirety of the service charge to its non-managerial employees as tip income. As a result, Plaintiffs assert that non-managerial Marriott employees have been damaged because Marriott violated HRS § 481B-14, HRS § 388-6, and HRS § 388-2. Marriott denies all wrongdoing and liability, and maintains that it fully complied with the Hawaii laws described above by clearly disclosing to purchasers of the Hotel's food and beverage services that service employees would not receive 100% of the service charge. Marriott is not admitting liability by entering into this settlement. Nevertheless, on March 26, 2020, the parties reached a mutual agreement on the material terms of a settlement.

### 3. What is a Class Action?

In a class action, one or more people called class representatives (in this case, Plaintiffs Hazel Brown Bartholoma and Joey Mendonca) sue on behalf of people who have similar claims. The people included in the class action are called the Settlement Class or Settlement Class members. One court resolves the issues for all Settlement Class members, except for those who timely exclude themselves from the Settlement Class.

**Questions? Call 1-808-523-2300 or visit [www.perkinlaw.com](http://www.perkinlaw.com)**

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

The Court has not decided in favor of either the Plaintiffs or Defendants. Instead, both sides agreed to the Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and Settlement Class Members receive the benefits described in this notice. The Class Representatives and Class Counsel believe the Settlement is best for everyone who is affected.

### WHO IS IN THE SETTLEMENT?

We believe you are a member based on Marriott's records.

#### 5. Who is included in the Settlement?

The Settlement Class includes all current and former employees of Marriott who worked at the Kaua'i Marriott Resort & Beach Club as a non-management employee who provided services in connection with sales of food and/or beverages at events for which a service charge was imposed and not distributed in its entirety to non-management employees during the Class Period (January 21, 2010, through February 1, 2018). Excluded from the Settlement Class is Marriott, its parents, subsidiaries, affiliates, officers and directors, all Settlement Class members who make a timely election to be excluded, and all judges assigned to this litigation and their immediate family members.

You may contact the Settlement Administrator if you have any questions as to whether you are in the Settlement Class.

### THE SETTLEMENT'S BENEFITS

#### 6. What does the Settlement provide?

As part of the settlement, without admitting any wrongdoing, Marriott has agreed to establish a Settlement Fund of \$375,000.00 from which Settlement Class Members will receive payments by check based on an equitable formula related to the proportionate service charge already paid to each Class Member. This payment will be apportioned 60% as penalties and interest that the Marriott owed class members and 40% as service charge/wages, thus you will receive both a 1099 and W2 for these payments, but only receive one check. The Settlement Fund will also pay all attorneys' fees, costs and expenses awarded to Class Counsel, any Service Award to the Class Representatives, and all Settlement Administration Costs. The exact amount of Settlement Class Members' payments will be determined after the notice process is complete and the Court makes a final decision on the amount of attorneys' fees, costs, and G.E.T. awarded to Class Counsel and any Service Award to the Class Representative.

As part of this settlement the Settlement Class and Defendants have agreed that the current disclosure used clearly discloses to the purchasers that a portion of the service charge is being used for the purposes other than to pay the wages and tips of employees.

#### 8. Am I giving up anything by remaining in the Settlement Class?

Unless you exclude yourself from the Settlement Class, you cannot sue or be part of any other lawsuit against Marriott about the legal issues in this Action. It also means that all of the decisions by the Court will bind you. The "Release" included in the Settlement Agreement describes the precise legal claims that you give up if you remain in the Settlement. The Settlement Agreement is available at [www.perkinlaw.com](http://www.perkinlaw.com).

**EXCLUDING YOURSELF FROM THE SETTLEMENT**  
Questions? Call 1-808-523-2300 or visit [www.perkinlaw.com](http://www.perkinlaw.com)

If you do not want to be a part of the Settlement, and you want to keep the right to sue Marriott on your own about the legal issues in this Action, then you must take steps to get out of the Settlement. This is called excluding yourself — or it is sometimes referred to as “opting-out” of the Settlement Class.

#### 9. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter that includes the following:

- Your printed or typed name, address and telephone number;
- A short statement that you want to be excluded from the Marriott Class Action Settlement; and
- Your signature.

You must mail your exclusion request, postmarked no later than **May 31, 2020**, to:

Marriott Class Action Settlement  
Perkin & Faria, LLC  
841 Bishop St.,# 1000  
Honolulu, HI 96813

#### 10. If I do not exclude myself, can I sue Marriott for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Marriott for the claims that the Settlement resolves. You must exclude yourself from this Settlement Class in order to try to pursue your own lawsuit at your own expense.

#### 11. If I exclude myself from the Settlement, can I still receive a payment?

No. You will not receive a payment if you exclude yourself from the Settlement.

## THE LAWYERS REPRESENTING YOU

#### 12. Do I have a lawyer in this case?

The Court has appointed Brandee J.K. Faria to represent you and others in the Settlement Class as “Class Counsel,” finding that she is experienced and competent to represent the Class.

Brandee J.K. Faria, Esq.  
PERKIN & FARIA  
Davies Pacific Center 841 Bishop St. 1000  
Honolulu, Hawaii 96813

Class Counsel will represent you and others in the Settlement Class. 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.

#### 13. How will the lawyers be paid?

Class Counsel intends to request up to 33% of the money in the Settlement Fund for attorneys’ fees, plus reimbursement of their expenses incurred in connection with prosecuting this Action. The fees and expenses awarded by the Court will be paid out of the Settlement Fund. The Court will determine the amount of fees and expenses to award. Class Counsel will also request that the class representatives receive \$16,500 each from the Settlement Fund for their service to the entire Settlement Class.

## OBJECTING TO THE SETTLEMENT

#### 14. How do I tell the Court that I don’t like the Settlement?

Questions? Call 1-808-523-2300 or visit [www.perkinlaw.com](http://www.perkinlaw.com)

If you are a Settlement Class Member, you can object to any part of the Settlement, the Settlement as a whole, Class Counsel's requests for fees, taxes and expenses and/or Class Counsel's request for a Service Award for the Class Representatives. To object, you must submit a letter that includes the following:

- The name of this Action, which is *Bartholoma, et. al. v. Marriott, et. al., Civil No. 16-1-01-04-01-DEO*;
- Your printed or typed full name, address and telephone number;
- An explanation of why you claim to be a Settlement Class Member;
- All grounds for your objection, accompanied by any legal support for the objection known to you or your counsel;
- The number of times you have objected to a class action settlement within the last 5 years, the caption of each case in which you have made such objection and a copy of any orders or opinions related to or ruling upon the prior objections that were issued by the trial and appellate courts in each listed case;
- The identity of all counsel and law firm(s) who represent you, including any former or current counsel or law firm(s) who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
- A copy of any orders related to or ruling upon prior objections of your counsel or law firm(s) that were issued by the trial and appellate courts in each listed case in which your counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
- Any and all agreements that relate to the objection or the process of objecting—whether written or oral—between you or your counsel and any other person or entity;
- The identity of all counsel (if any) representing you who will appear at the Final Approval Hearing;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- Your signature (an attorney's signature is not sufficient).

You must submit your objection to all the people listed below, postmarked no later than **June 12, 2020**.

Marriott Class Action Settlement  
Perkin & Faria, LLC  
841 Bishop St., Suite #1000  
Honolulu, HI 96813

Note that, if you object, you may be subject to discovery requests and Class Counsel and/or Marriott may conduct limited discovery on you consistent with the Hawai'i Rules of Civil Procedure.

#### 15. What's the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't 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 COURT'S FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement, and the request for attorneys' fees, expenses and Service Award for the Class Representative. If you do not exclude yourself from the Settlement, you may attend and you may ask to speak, but you don't have to do so.

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

The Court will hold a Final Approval Hearing at \_\_\_\_\_ : a/p.m. on \_\_\_\_\_, 2020, at the chambers of the **Honorable Dean E. Ochiai, 777 Punchbowl Ave, Honolulu, Hawai'i, 96813, Courtroom 9 on the 4<sup>th</sup> floor.** The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.courts.state.hi.us.com](http://www.courts.state.hi.us.com) for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. The Court will also consider any request by Class Counsel for attorneys' fees and expenses and for Service Award for the Class Representatives. 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 when the Court will make its decision. It is a good idea to check [www.courts.state.hi.us.com](http://www.courts.state.hi.us.com) for updates.

### 17. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you may come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submit your written objection on time, to the proper address and it complies with the requirements set forth previously, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

### 18. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must submit a timely objection to the Settlement and send a letter saying that you intend to appear and wish to speak. Your Notice of Intention to Appear must include the following:

- Your name, address and telephone number;
- A statement that this is your "Notice of Intention to Appear" at the Final Approval Hearing for the Marriott Settlement in *Bartholoma, et. al. v. Marriott, et. al., Civil No. 16-1-01-04-01-DEO*;
- The reasons you want to be heard;
- Copies of any papers, exhibits, or other evidence or information that is to be presented to the Court at the Final Approval Hearing; and
- Your signature.

You must submit your Notice of Intention to Appear so that it is postmarked no later than **June 12, 2020**, to all of the addresses in Question 14.

## IF YOU DO NOTHING

### 19. What happens if I do nothing at all?

If you do nothing, you will still receive the benefits to which you are entitled under the Settlement Agreement. Unless you exclude yourself, you will not be able to start a lawsuit or be part of any other lawsuit against Marriott relating to the issues in this Action.

## GETTING MORE INFORMATION

Questions? Call 1-808-523-2300 or visit [www.perkinlaw.com](http://www.perkinlaw.com)

## 21. How do I get more information?

This Detailed Notice summarizes the proposed Settlement. More details can be found in the Settlement Agreement. You can obtain a copy of the Settlement Agreement at [www.perkinlaw.com](http://www.perkinlaw.com). You may also write with questions to:

Kaua'i Marriott Resort and Beach Club Settlement,  
Perkin & Faria, LLC  
841 Bishop St., Suite 1000,  
Honolulu, Hawai'i 96813,

or call 808-523-2300. ***Do not contact Marriott or the Court for information.***

## **EXHIBIT 3**

### BARTHOLOMA SETTLEMENT TIMETABLE

<b>Date</b>	<b>Date methodology</b>	<b>Event</b>
4/7/20	Submit to Court	Submit <i>Stipulation Regarding Entry of Order: Proposed Notice, and Timeline</i>
4/10/20	After Stip submitted to Court	<i>Order Approving Stipulation for Preliminary Approval</i>
4/17/20	After Preliminary Approval is granted	<i>Disseminate Notice</i>
5/27/20	Approximately 40 days after mailed notice is sent	<i>Claims filing deadline and opt out</i>
~6/3/20	At least 18 days before hearing	<i>File Motion for Final Approval of Settlement, and for Approval of Attorney Fees and Costs</i>
~6/12/20	Not less than 8 days before hearing on MFA	<i>Objector to file notice of intent to appear and oppose settlement. Defendant to file joinder motion for final approval and for approval of fees and costs</i>
~6/18/20	At least 3 days before hearing on MFA	<i>Reply brief to any objections.</i>
Week 6/21	At least 60 days after mailed notice is sent	<i>Hearing on Motion for Final Approval of Settlement and Approval of Fees and Costs; Enter Order Granting MFA, and Judgment entered.</i>
~7/22/20	31 days after Final Judgment and Order of Dismissal is filed.	<i>Appeals period runs; payments to class members, class representative and class counsel to be made..</i>

