

If You Worked at the Kaua'i Marriott Resort & Beach Club from January 21, 2010 to February 1, 2018 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.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Receive a Check	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.
Exclude Yourself from the Settlement by May 31, 2020	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.
Object by June 12, 2020	Write to the Court if you object to the terms of the Settlement.
Go to a Hearing on June 25, 2020 at 8:30 a.m.	Ask to speak in Court about the fairness of the Settlement.
Do Nothing	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

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

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BASIC INFORMATION

1. Why is there a notice?

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

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.

EXCLUDING YOURSELF FROM THE SETTLEMENT
Questions? Call 1-808-523-2300 or visit 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

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 **8:30 a.m. on June 25, 2020**, at the chambers of the **Honorable Dean E. Ochiai, 777 Punchbowl Ave, Honolulu, Hawai'i, 96813, Courtroom 9 on the 4th 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 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 for updates.

No. Class Counsel will answer any questions the Court may have. But, you may come at your own

17. Do I have to come to the hearing?

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

21. How do I get more information?

Questions? Call 1-808-523-2300 or visit www.perkinlaw.com

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

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
HONOLULU, HI
PERMIT NO. 985

IMPORTANT LEGAL NOTICE

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. You may also write with questions to:

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

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

Questions? Call 1-808-523-2300 or visit www.perkinlaw.com