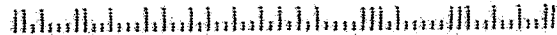


Perkin & Faria, LLLC
841 Bishop St., Ste. 2000
Honolulu, HI 96813

IMPORTANT LEGAL DOCUMENTS ENCLOSED

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How Can I Get Additional Information?

You may obtain copies of the settlement agreement, key pleadings, and other information by contacting Plaintiffs' attorneys at the addresses listed below.

<p>Brandee J.K. Faria John Francis Perkin Perkin & Faria, LLLC 841 Bishop Street, Suite 200 Honolulu, HI 96813 bjkfaria@perkinlaw.com</p>	<p>James J. Bickerton Bickerton Lee Dang & Sullivan Topa Financial Tower, Fort Street Tower 745 Fort Street, Suite 801 Honolulu, HI 96813</p>
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PLEASE DO NOT CALL THE COURT OR THE COURT CLERK'S OFFICE ABOUT THIS CASE OR THE SETTLEMENT. THEY WILL BE UNABLE TO HELP YOU.

Disbursement of the settlement proceeds will be a final settlement of all claims by Class Members against Defendants. Said disbursement is expected to take place in late summer 2010.

IT IS THE RESPONSIBILITY OF THE CLASS MEMBERS TO KEEP PLAINTIFFS' ATTORNEYS (PERKIN & FARIA, LLLC) INFORMED OF ANY CHANGE OF ADDRESS OR CHANGE OF NAME. CHECKS WILL BE MAILED TO THE ADDRESS WE HAVE ON FILE, AND UNLESS WE ARE INFORMED OTHERWISE OF ANY CHANGE WE MUST ASSUME THAT THE EXISTING INFORMATION IS ACCURATE. IF YOUR ADDRESS CHANGES AND WE ARE UNABLE TO LOCATE YOU, MULTIPLE ATTEMPTS WILL NOT BE MADE AND IT IS THE SOLE RESPONSIBILITY OF THE CLASS MEMBER TO KEEP COUNSEL INFORMED OF ANY CHANGES.

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

DO NOT BE ALARMED. YOU ARE NOT BEING SUED.

If you worked at the Turtle Bay Resort in a non-management position and provided food and beverage services between January 27, 2005-January 27, 2009, **this Notice may affect your rights. Please read it carefully.**

The Circuit Court of the First Circuit, State of Hawaii ("the Court") has authorized and approved this Notice. It is not a solicitation from a lawyer. This Notice advises you of the status of the lawsuit, and includes a statement of your rights with respect to the lawsuit and the proposed settlement and dismissal of the lawsuit. This is not a lawsuit against you. Your participation in this Class Action will not cost you anything or expose you to any liability. Notice of this Class Action is being provided by mail to all Class Members for whom we have addresses, pursuant to Court Order.

Your legal rights and options – and the deadlines to exercise them – are explained in this Notice.

What is This Lawsuit About?

- Based upon the settlement reached by the parties, the Court has ordered that this case can proceed as a Class Action. The Honorable Judge Patrick W. Border of the First Circuit Court, State of Hawaii (the "Court"), is overseeing this Class Action. The lawsuit is called Gustavo Rossetto, Et. Al V. Oaktree Capital Management, LLC, Kuilima Resort Company; Turtle Bay Resort Hotel, L.L.C.; TBR Property, L.L.C.; Benchmark Hospitality, Inc. et al. Civ. No. 08-1-2496-12-PWB Plaintiff Gustavo Rossetto brought this action individually and on behalf of all other Class members similarly situated. **Please do not contact the Court about this lawsuit. The Court cannot assist you or answer any questions. If you have questions or need additional assistance, please contact Class counsel, using the contact information provided at the end of this notice.**
- Between January 27, 2005 and January 27, 2009, the Turtle Bay Resort applied or charged a "service charge" to its customers who purchased food and beverages at the hotel and its restaurants.
- Hawaii Revised Statutes section 481B-14 is part of Hawaii consumer protection laws and mandates that "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."
- Plaintiffs assert that HRS section 481B-14 requires the hotel either: (1) pay the entire "service charge" to its employees as "tip income"; or (2) disclose to the consumer that part of "the 'service charge' is being used to pay for costs or expenses other than wages and tips of employees." Plaintiffs maintain that the Turtle Bay Resort kept part of the "service charge", did not pay it in its entirety to its employees as tip income, and did not disclose this to its customers, in violation of HRS section 481B-14. Plaintiffs further assert that many, if not all, service employees suffered damages as they did not receive all of the "service charge" that customers paid under the belief that the "service charge" would be distributed in its entirety to the employees who served the food or beverages.
- Defendants OAKTREE CAPITAL MANAGEMENT, LLC, KUILIMA RESORT COMPANY, TURTLE BAY RESORT HOTEL, L.L.C., TBR PROPERTY, L.L.C., and BENCHMARK HOSPITALITY, INC. have denied any wrongdoing and maintain that the Turtle Bay Resort is and has been in full compliance with the above statute and with applicable provisions of the collective bargaining agreement ("CBA") negotiated with the employees' union. The Turtle Bay Resort asserts that no disclosure to purchasers was required, because the "service charge" was used to pay for the wages and tips of its employees and because certain provisions of the CBA allowed for the applicable distribution of the service charge.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT AND IMPORTANT DEADLINES

ACTION	EFFECT	DEADLINE
Exclude Yourself	This option allows you to file your own lawsuit against Defendants, at your own risk and expense, for the legal claims in this case.	Opt-out deadline is May 7, 2010
Object in Writing	Write to the Court regarding what you don't like about the settlement.	Deadline to file objections is: May 24, 2010
Attend Settlement Hearing	Ask to be heard by the Court regarding the settlement.	Final Settlement Approval Hearing: June 1, 2010 @ 8:30am

What Is A Class Action?

In a class action, the class representative sues on behalf of others with similar legal claims. All of these people together are called a Class or Class members. One court resolves the issues for all persons in the Class, except for those who ask to be excluded from the Class.

What Is The Status Of This Lawsuit?

- The Complaint in this case was filed on January 27, 2009. Thereafter, the parties engaged in preliminary discovery, which is the gathering of documents and information necessary to adequately prepare the case for trial. The trial of this matter was scheduled for November 1, 2010. Thereafter, three settlement sessions were held between the parties and a mediator, which resulted in a preliminary settlement being reached by the parties on March 1, 2010.
- This preliminary settlement has been approved by the class representatives and all of the lawyers for the class. This preliminary settlement was also approved by the Court through the Honorable Judge Border on March XX, 2010. The Court will decide whether to grant final approval to the settlement with Defendants, after reviewing any objections at a hearing to be held on **JUNE 1, 2010, at 8:30 A.M.** If you wish to object to this settlement, you must send a letter stating your objection. The objection must include your full name and address, the name and number of this lawsuit as stated at the top of the first page of this Notice, and your signature. In order to be considered, the letter must be postmarked by **May 24, 2010** and addressed to: Perkin & Faria, LLLC, 841 Bishop St., Suite 2000, Honolulu, HI 96813.

Who Is Included In The Class?

This Class Action includes:

All past and present Turtle Bay Resort employees who, between January 27, 2005 and January 27, 2009, provided food and beverage service at the Turtle Bay Resort and failed to receive 100% of the service charges imposed or charged by Defendants in connection with the sale of said food and/or beverages at the Turtle Bay Resort ("Class Members").

The Settlement Benefits – What Will Each Class Member Receive?

Notwithstanding the parties' respective positions, they agreed to resolve this case through a settlement. As a part of this settlement, without admitting any wrongdoing, the Defendants have agreed to pay \$526,000.00 into a Settlement Fund. This Settlement Fund will be used to pay class members their share of the Settlement Fund based on equitable formula related to the proportionate withheld service charge from each class member, enhanced by a factor accounting for the length of time which has passed since the withheld service charge would have been paid. This Settlement Fund is believed to be adequate, at a minimum, to reimburse all class members for that portion of the "Service Charge" that they did not previously receive. In the event that any class member cannot be located, is deceased or otherwise cannot be paid despite best efforts, the amount payable to that member shall, after a reasonable period, be returned to the remaining class members in shares in proportion to their individual awards. We will not be able to calculate the amount payable to each class member until after the Opt Out period has passed as this calculation

depends upon how many members remain in the Class. You will receive the calculation along with your portion of the Settlement Fund after the settlement is finalized in late July or early August.

- Defendants have also agreed to pay the Class Representative a \$5,000 stipend as compensation for his time and service in serving as a representative of the Class. Defendants will also pay for all the costs relating to this settlement, including the cost of this Notice, the costs of processing the claims and administering the settlement, and payment of all Court-approved attorneys' fees and costs.
- The Court is scheduled to consider final approval at a hearing on **June 1, 2010 at 8:30 a.m.** This Notice contains only a brief summary of the proposed settlement with Defendants. You may obtain copies of the Settlement Agreement by contacting Plaintiffs' attorneys at the addresses listed on the bottom of this Notice.

How to Participate in the Settlement

If you wish to participate in the settlement, you need do nothing further at this point in time, other than keep Class Counsel updated as to any address changes until you receive your portion of the Settlement Fund.

How to Request Exclusion

- If you request exclusion (*i.e.*, to "exclude yourself" as described earlier in this Notice) from the settlement, you will **NOT** receive any portion of the Settlement Fund. You will **NOT** be bound by the order that may be entered dismissing the lawsuit. You will have the right to pursue your own lawsuit against Defendants at your own risk and expense. Note that your lawsuit must be filed within a fixed time period depending upon when you were employed by the Defendants.
- To be excluded, you must send a letter stating that you request to be excluded from the settlement. The request must include your full name and current mailing address, the name and number of this lawsuit as stated in the first line on page 1 of this Notice, and your signature. If you are writing on behalf of another person for whom you have legal authority to speak, you must include (1) your name and current mailing address, (2) the name and current mailing address of the person whom you are writing on behalf of, **AND** (3) your relationship to that person. **The letter must be postmarked by May 7, 2010** and addressed to: Perkin & Faria, LLLC, 841 Bishop St., Suite 2000, Honolulu, HI 96813.

Who Are The Lawyers and Class Representatives Representing You and the Class?

Based on the settlement reached by the parties, the Court has approved the law firms of Perkin & Faria, LLLC, and Bickerton Lee Dang & Sullivan as qualified to represent you and all Class Members as "Class Counsel". They are highly experienced in handling these types of cases. The Class representative and Class counsel have and will continue to act on your behalf in this lawsuit until final resolution.

Should I Hire My Own Lawyer?

You do not need to hire your own lawyer for this case, because Class Counsel is already working on your behalf. If you want your own lawyer, you will have to hire that lawyer separately. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you; however, you will be responsible for paying him or her in order to do so.

How Will Class Counsels' Fees and Costs Be Paid?

The Class will not have to pay any attorneys' fees, costs, or expenses incurred in this lawsuit. Defendants have agreed to pay Class Counsels' reasonable attorneys' fees and costs in the amount of \$150,000. Plaintiffs will ask the Court to approve Defendants' payment of their Class Counsels' fees and costs when final approval of the settlement is sought.