

If you were a member of the Marriott Vacation Club Destinations Exchange Program and booked a cruise through International Cruise & Excursion Gallery, Inc., you could get a benefit from a class action settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

CRUISE FARE SETTLEMENT

Case Name: *Daniel Finerman, et al. v. Marriott Ownership Resorts, Inc., et al.*, Case No. 3:14-cv-01154-TJC-MCR
Class Period: January 1, 2010 through February 23, 2018

- Deadlines:**
- **Claim Filing: June 20, 2018**
 - **Exclusions: May 21, 2018**
 - **Objections: May 21, 2018**
 - **Court Hearing on Final Approval of Settlement: August 3, 2018**

Settlement Terms: The proposed Settlement provides that all persons throughout the United States who, from January 1, 2010 through February 23, 2018, were Program Members of the Marriott Vacation Club Destinations Exchange Program (“Exchange Program”) and who booked a cruise through Defendants may be entitled to proceeds of a settlement if they submit a valid claim form. The terms of the proposed Settlement address many issues involving fares charged for such cruise bookings.

Settlement Amount: Subject to Court approval, each Class Member who submits a valid claim shall receive one of three types of remuneration, as elected when submitting their Claim Form. Types of remuneration available include: Cash, Exchange Program PlusPoints, and Gift Card, further detailed in this notice.

Attorney Fees: Court-appointed lawyers for Plaintiffs will ask the Court for up to \$4,000,000 as fees, plus out-of-pocket expenses up to \$300,000, for investigating the facts, litigating the case, and negotiating the Settlement.

More Information:

Cruise Fare Settlement
c/o JND Legal Administration
PO Box 91344
Seattle, WA 98111

Toll Free: 1-866-537-9618
Email: Info@CruiseFareSettlement.com
www.CruiseFareSettlement.com

Your Legal Rights and Options in the Settlement:

Submit a Claim Form	The only way to receive a benefit.
Exclude Yourself	Get no benefit or remuneration. This is the only option that allows you to ever be part of any other lawsuit against the Defendants regarding the legal claims in this case.
Object to the Settlement	Write to the Court about why you don’t like the Settlement.
Go to the Final Approval Hearing	Ask to speak in Court about the fairness of the Settlement.
Do Nothing	Get no payment. Give up rights.

What This Notice Contains

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Basic Information

1. Why did I receive this notice?

You have been identified as a potential Settlement Class Member who may have booked a cruise through International Cruise & Excursion Gallery, Inc. (“ICE”) and/or Marriott Ownership Resorts, Inc. and its successor in interest, Marriott Resorts, Travel Company, Inc. (collectively “MORI”, and together with ICE, “Defendants”) between January 1, 2010 and February 23, 2018. The Court authorized this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement. If the Court approves it, and after objections and appeals are resolved, an administrator appointed by the Court will distribute the benefits that the Settlement allows.

This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The Court in charge of the case is the United States District Court for the Middle District of Florida, and the case is known as *Finerman, et al. v. Marriott Ownership Resorts, Inc., et al.*, Case No. 3:14-cv-01154-TJC-MCR. The people who sued are called the Plaintiffs, and the companies they sued are called the Defendants.

You can also visit the settlement website at www.CruiseFareSettlement.com to find out more information.

2. What is this lawsuit about?

The Plaintiffs, Daniel Finerman and Donna Devino, on behalf of themselves and all others similarly situated, brought claims by a complaint as a putative class action challenging certain fees they were charged to book cruises when using Exchange Points they obtained as members of the Exchange Program. The complaint alleges that Defendants failed to provide cruises in exchange for Class Members’ points and charged Class Members additional sums to cover the costs of cruises under the guise of port fees or cruise line pass through fees.

Defendants deny any and all liability or wrongdoing with respect to the claims alleged in the lawsuit but desire to settle the case to avoid the risk, expense, and distraction of continued litigation.

3. Why is this a class action?

In a class action, one or more people, called Class Representatives (in this case, Daniel Finerman and Donna Devino), sue on behalf of people who have similar claims. All these people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will receive benefits if they submit a claim. The Class Representatives and the attorneys for the Class Representatives and the Class think the Settlement is best for everyone involved.

Who Is In The Settlement

5. How do I know if I am part of the Settlement?

The Court has decided that, for settlement purposes, Class Members are defined as “all persons throughout the United States who from January 1, 2010 to the date of Preliminary Approval were Program Members of the Exchange Program and who booked a cruise through Defendants.”

6. Are there exceptions to being included?

Excluded from the Class is the judge presiding over this matter and any members of his judicial staff, the officers and directors of Defendants, and persons who timely and validly request exclusion from the Settlement Class.

7. I’m still not sure if I am included.

If you are still not sure if you are included in the Class, you may speak with a settlement specialist by calling the Settlement Administrator toll-free at 1-866-537-9618.

The Settlement Benefits

8. What does the Settlement provide?

Each Settlement Class Member is entitled to seek remuneration in any of the forms identified below for up to five (5) cruise bookings made between 2010 and the date of Preliminary Approval, and is further entitled to seek remuneration in the form of a Gift Card for cruise bookings in excess of five (5) made during that time period. Defendants have agreed to pay remuneration for a portion of any fee denominated by a cruise line as non-commissionable fare, non-commissionable cruise fare, or similarly termed fee or fare (“NCF”), and often referred to by Defendants as port charges or cruise line pass through fees, paid on a cruise booking:

1. **Cash:** 50% of the cash value of the NCF, also referred to by Defendants as port charges or cruise line pass through fees, that a Settlement Class Member paid, returned in cash;
2. **Exchange Program PlusPoints:** 75% of the cash value of the NCF, also referred to by Defendants as port charges or cruise line pass through fees, a Settlement Class Member paid, returned in a converted value of cruise-only Exchange Program PlusPoints, calculated at a rate of 75% of NCF/\$0.53 and rounded to the nearest ten (10) Exchange Point increment; or
3. **Gift Card:** 75% of the cash value of the NCF, also referred to by Defendants as port charges or cruise line pass through fees, a Settlement Class Member paid, returned in an ICE-branded gift card that can be redeemed on a website created by ICE.

Each Settlement Class Member who elects to receive cruise-only Exchange Program PlusPoints must elect to use such Exchange Program PlusPoints no later than three (3) years from the Claim Deadline. The cruise-only Exchange Program PlusPoints must only be used to book cruises fulfilled by ICE, and shall expire three (3) years from the Claim Deadline.

As injunctive relief, Defendants also agree to adopt and implement the following changes to the Exchange Program, to be effective upon Preliminary Approval:

- a. **Expanded Point Usage:** Defendants will allow Program Members to use Exchange Points as complete payment for all amounts required to purchase a cruise through the Exchange Program, excluding government-imposed taxes and government-imposed fees.
- b. **NCF Disclosures:** For as long as the obligations between Defendants and cruise lines allow, Defendants will include the amount of any NCF within the amount disclosed as “cruise fare” on booking confirmations provided to Program Members. If a cruise line insists on a treatment for any amount denominated as a NCF, or a disclosure to consumer related to a NCF, that is inconsistent with what is described in the preceding sentence, Defendants will no longer be required to include the amount of

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any NCF within the amount disclosed as cruise fare on booking confirmations provided to Program Members, and Defendants will have fully satisfied their obligations under this settlement by complying with the requirements imposed by the cruise line.

Plaintiffs' Counsel will apply to the Court for a fee award of up to \$4,000,000, plus out-of-pocket expenses up to \$300,000 ("Fee Request"). Plaintiffs' Counsel's Fee Request will be available for review on the settlement website once it is filed with the Court. Defendants reserve the right to object to Plaintiffs' Counsel's request for attorneys' fees to the extent the request exceeds \$3,000,000 in attorneys' fees or seeks costs and expenses in excess of \$300,000.

Plaintiffs' Counsel will ask the Court to approve, unopposed by Defendant, approval of service awards not to exceed \$10,000 for each Class Representative, which are intended to compensate such individuals for their efforts in the litigation and commitment on behalf of the Settlement Class ("Service Awards").

In exchange for the above remuneration, Plaintiffs and each Class Member who has not validly and timely requested exclusion from the Settlement shall be deemed to have fully, finally, and forever released any and all claims against Defendants relating to the nature of the lawsuit.

How You Get A Benefit

9. How do I receive settlement benefits?

To qualify for a payment from the Settlement, you must complete and sign a Claim Form and submit it to the Settlement Administrator. You may complete and submit a claim online at the settlement website at www.CruiseFareSettlement.com, or you may download a Claim Form from the website and submit it by mail or email to the Settlement Administrator using the contact information below. **Claim Forms must be postmarked or received on or before June 20, 2018.**

Cruise Fare Settlement
c/o JND Legal Administration
PO Box 91344
Seattle, WA 98111
Email: Info@CruiseFareSettlement.com

10. When will I receive my benefit?

The Court will hold a Fairness Hearing on August 3, 2018, to decide whether to approve the Settlement. If the Settlement receives final approval, settlement remuneration will be distributed to Class Members in a timely manner, provided there are no appeals to the Court's decision. Please be patient.

11. What am I giving up to receive a benefit and stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Defendants that pertains to the same legal issues in *this* case. It also means that all of the Court's orders will apply to you and legally bind you. The Released Claims are detailed in the Settlement Agreement, available at www.CruiseFareSettlement.com.

Excluding Yourself From The Settlement

12. How do I exclude myself from the Settlement?

If you do not want the remuneration offered under the Settlement and do not want to be legally bound by the terms of the Settlement, you must exclude yourself by submitting a written request to the Settlement Administrator stating your intent to exclude yourself from the Settlement Class ("opt out"). Your opt-out request must include the following: (a) your name and address; (b) a statement that you want to be excluded from the Action; and (c) your signature. Your opt-out request must be postmarked or received **no later than May 21, 2018.**

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13. If I don't exclude myself, can I sue for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Defendants for the same claims that the Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue your own lawsuit.

14. If I exclude myself, can I receive remuneration from this settlement?

No. If you exclude yourself from the Settlement, you will no longer be entitled to remuneration. Do not send in a Claim Form if you also exclude yourself.

The Lawyers Representing You

15. Do I have a lawyer in this case?

The Court has appointed the law firms of Morgan & Morgan Complex Litigation Group and Rhine Law Firm, P.C. to represent you and other members of the Class. Together, the lawyers are called Class Counsel or Plaintiffs' Counsel. 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.

16. How will the lawyers be paid?

Plaintiffs' Counsel will ask the Court to award them attorneys' fees of up to \$4,000,000, plus out-of-pocket expenses up to \$300,000 ("Fee Request"). Plaintiffs' Counsel's Fee Request will be posted on the settlement website once it is filed with the Court. There is no cost to any individual class member.

The attorneys' fees and expenses requested will be the only payment to Plaintiffs' Counsel for their efforts in achieving this settlement and for their risk in undertaking this representation on a wholly contingent basis. To date, Plaintiffs' Counsel have not been paid for their services in conducting this litigation on behalf of the Class Representatives and the Class, nor for their substantial expenses.

Objecting To The Settlement

17. How do I tell the Court that I don't like the Settlement?

If you are a Class Member and have not excluded yourself from the Settlement, you can object to the Settlement if you don't like any part of it and/or to Plaintiffs' Counsel's application for attorneys' fees, costs, and expenses and for Service Awards. You can give reasons why you think the Court should not approve the Settlement, Fee Request, or Service Awards, and the Court will consider your views.

To object, you must either file your objection electronically with the Court or mail the objection first-class postage prepaid to the Clerk of Court, Plaintiffs' Counsel, and Defendants' Counsel, at the addresses listed below **no later than May 21, 2018**. You must personally sign the written objection; an attorney's signature is not sufficient. Your objection must state that you object to the Settlement in *Finerman, et al. v. Marriott Ownership Resorts, Inc., et al.*, Case No. 3:14-cv-01154-TJC-MCR and must include:

- (a) your full name, address, email address, and telephone number;
- (b) an explanation of the basis upon which you claim to be a Settlement Class Member;
- (c) all grounds for the objection, accompanied by any legal support for the objection;
- (d) the identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection;
- (e) the identity of all counsel who represent you who will appear at the Final Approval Hearing;

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- (f) the number of times in which you have objected to a class action settlement within five years preceding the date that you file your objection, including the caption of each case in which you made such objection, and a copy of any orders related to or ruling upon your prior such objections that were issued by the trial and appellate courts in each listed case;
- (g) the number of times in which your counsel or your counsel's law firm have objected to a class action settlement within the five years preceding the date that you file your objection, the caption of each case in which the counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;
- (h) any and all agreements that relate to the objection or the process of objection, whether written or verbal, between you or your counsel and any other person or entity;
- (i) a list of any person who will be called to testify at the Final Approval Hearing in support of the objection; and
- (j) a statement confirming whether you intend to appear personally and/or testify at the Final Approval Hearing.

Clerk of the Court:

Clerk of the Court
 Bryan Simpson U.S. Courthouse
 300 North Hogan Street
 Jacksonville, Florida 32202

Defense Counsel:

David L. Balsler
 Jonathan R. Chally
King & Spalding LLP
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18. What's the difference between objecting and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class or the lawsuit. If you exclude yourself, you have no basis to object because the case no longer affects you.

The Court's Final Approval Hearing

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

The Court will hold a Final Approval Hearing at 10:30 a.m. on August 3, 2018 in Courtroom 10D of the Bryan Simpson U.S. Courthouse, 300 North Hogan Street, Jacksonville, Florida 32202. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve Plaintiffs' Counsel's Fee Request. If there are objections, the Court will consider them. The Judge will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement.

20. Do I have to come to the hearing?

No. Class Counsel will answer questions the Judge may have. But you are welcome to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. As long as you delivered a complete, written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your intention to appear in *Finerman, et al. v. Marriott Ownership Resorts, Inc., et al.*, Case No. 3:14-cv-01154-TJC-MCR. Be sure to include your name, address, telephone number, and your signature. Your notice of intention to appear must be sent to the Court and Counsel at the addresses listed above in Question 17 by May 21, 2018. You cannot speak at the hearing if you exclude yourself from the Class.

Getting More Information

22. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the full version of the Settlement Agreement and Release. You can download a copy of the Settlement Agreement from the settlement website at www.CruiseFareSettlement.com or by calling the Settlement Administrator toll-free at 1-866-537-9618 to request that a copy be mailed to you.

23. How do I get more information?

If you would like more information about the Settlement, you can call the Settlement Administrator toll-free at 1-866-537-9618 or visit www.CruiseFareSettlement.com.

DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE.