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Supreme Court
SCAP-18-0000578
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SCAP NO. 18-0000578

IN THE SUPREME COURT OF THE STATE OF HAWAI'I

OCEAN RESORT VILLAS VACATION OWNERS ASSOCIATION, OCEAN RESORT VILLAS NORTH VACATION OWNERS ASSOCIATION, VIC H. HENRY, and PETER A. BAGATELOS,

Plaintiffs/Appellees,

v.

COUNTY OF MAUI and MAUI COUNTY COUNCIL,

Defendants/Appellants.

Civil No. 13-1-0848(2) (PTC)

(Other Civil Action)

DECLARATION OF COUNSEL re SETTLEMENT AND RELEASE AGREEMENT, DATED OCTOBER 10, 2019; **EXHIBIT 1**

Second Circuit Court
Judge: Honorable Peter T. Cahill

DECLARATION OF COUNSEL re SETTLEMENT AND RELEASE AGREEMENT, DATED OCTOBER 10, 2019

EXHIBIT 1

CERTIFICATE OF SERVICE

Department of the Corporation Counsel 205

MOANA M. LUTEY 6385
Corporation Counsel
BRIAN A. BILBERRY 7260
Deputy Corporation Counsel
County of Maui
200 S. High Street
Wailuku, Hawaii 96793
Telephone: (808) 270-7741
Facsimile: (808) 270-7152
Attorneys for Defendants/Appellants
COUNTY OF MAUI and
MAUI COUNTY COUNCIL

DECLARATION OF COUNSEL

I, Brian A. Bilberry, do hereby declare as follows:

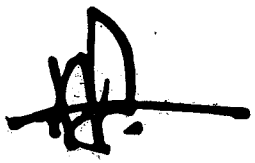
1. I make this declaration upon personal knowledge and am competent to testify to the matter stated herein.

2. I am an attorney with the Department of the Corporation Counsel, am licensed to practice law in the State of Hawaii, and am admitted to practice law before this Court. I am one of the attorneys representing the County of Maui in the above-captioned matter.

3. **Exhibit 1** attached is a true and correct copy of the executed Settlement and Release Agreement entered into between the Defendants/Appellants and Plaintiffs/Appellees in this matter.

I declare under penalty of the perjury the above is true and correct.

DATED: Wailuku, Maui, Hawai'i, January 2, 2020.



BRIAN A. BILBERRY

SETTLEMENT AND RELEASE AGREEMENT

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This SETTLEMENT AND RELEASE AGREEMENT ("***Agreement***") is entered into this 10th day of October, 2019, between OCEAN RESORT VILLAS VACATION OWNERS ASSOCIATION ("***ORV***"), OCEAN RESORT VILLAS NORTH VACATION OWNERS ASSOCIATION ("***ORVN***") (ORV and ORVN, collectively "***ORV/N***"), VIC H. HENRY and PETER A. BAGATELOS, on the one hand, and the COUNTY OF MAUI and the MAUI COUNTY COUNCIL (collectively, "***County***"), on the other hand. ORV/N, Vic H. Henry, Peter A. Bagatelos and the County are collectively referred to as the "***Parties***."

RECITALS

WHEREAS, on August 19, 2013, ORV/N, VIC H. HENRY, and PETER A BAGATELOS initiated an action titled *Ocean Resort Villas Vacation Owners Association, et al. v. County of Maui, et al.*, Civil No. 13-1-0848 (2) (PTC) in the Court of the Second Circuit ("***Second Circuit Court***") State of Hawai'i, challenging among other things The County's creation of the Timeshare real property tax classification ("***Lawsuit***"), and seeking in part damages, which ORV/N has maintained and the Second Circuit Court has ruled, represent the real property taxes they actually paid in excess of what they would have paid had timeshares been included in the Hotel real property tax classification.

WHEREAS, ORV/N, VIC H. HENRY, and PETER A. BAGATELOS filed a First Amended Complaint in the Lawsuit on August 28, 2014;

WHEREAS, on March 3, 2016, the Second Circuit Court in *Ocean Resort Villas Vacation Owners Association, et al. v. County of Maui, et al.*, Civil No. 15-1-0435(1)(RILL) entered its Order Granting Plaintiffs/Counterclaim Defendants' Ocean Resort Villas Vacation Owners Association and Ocean Resort Villas North Vacation Owners Association's Motion to Dismiss Defendant County of Maui's Counterclaim for Set-Off and/or Damages Filed November 30, 2015, which stated in substantive part:

> In its Counterclaim, the County seeks damages and/or an offset against any damages incurred by the Plaintiffs. The County's basis for these claims is that the Plaintiffs underpaid taxes for certain periods due to incorrect tax assessments. Plaintiffs argue that the Maui County Code and the Hawaii Revised Statutes provide the process for retroactive assessment and taxation, and that this Court lacks subject matter jurisdiction over such claims until administrative and Tax Appeal Court remedies have been exhausted. The Court agrees.
>
> If the Court were to allow the County to essentially do an amended tax assessment via counterclaim, it would circumvent the regulatory process outlined in the Maui County Code 3.48. The County's counterclaims related to underpaid taxes resulting from incorrect assessments are also dismissed[;]

WHEREAS, on May 24, 2016, the County issued to ORV/N Amended Notices of Property Assessment, dated May 18, 2016, for years 2006, 2007 and 2008 ("***Amended***

Assessments"), and also sent tax bill summaries in the amount of $6,879,447.79 for ORV and $3,849,070.70 for ORVN, for a total of $10,728,518.49 due within 30 days;

WHEREAS, ORV/N timely and fully paid these additional real property taxes under protest and then appealed the Amended Assessments to the Maui County Real Property Tax Board of Review ("***Tax Board of Review***"), incurring $83,325.00 in appeal fees;

WHEREAS, on August 12, 2016, ORV/N, VIC H. HENRY, and PETER A. BAGATELOS filed their Second Amended Complaint in the Lawsuit, which added the following claims: Count V—Declaratory judgment as to the illegality of the Amended Assessments; Count VI—Violation of the First Amendment to the United States Constitution and article I, section 4 of the Hawai'i Constitution arising from the County's issuance of the Amended Assessments; Count VII—Violation of the due process clauses of the United States and Hawai'i Constitutions, arising from the County's issuance of the Amended Assessments; and Count VIII—Violations of the United States Constitution actionable under 42 U.S.C. § 1983 arising from County's issuance of the Amended Assessments (the "***Amended Assessment Claims***");

WHEREAS, on January 17, 2017, the Tax Board of Review denied ORV/N's administrative appeal of the Amended Assessments;

WHEREAS, on February 16, 2017, ORV/N appealed the Tax Board of Review's decision to the Tax Appeal Court and incurred filing fees of $111,400.00 arising from 1,114 separate appeals from the Amended Assessments;

WHEREAS, on April 16, 2018, ORV/N and the County stipulated to consolidate the appeals pending before the Tax Appeal Court in an action now known as *In the Matter of the Tax Appeal of Ocean Resort Villas Vacation Owners Association, et al.,* Case No. 1T.X. 17-1-0225, and Tax Appeal Case Nos. 1T.X. 17-1-049 through 1T.X. 17-1-0773; Tax Appeal Case No. 1T.X. 17-1-0226, and Tax Appeal Case Nos. 1T.X. 17-1-0774 through 1T.X. 17-1-1056; Tax Appeal Case No. 1T.X. 17-1-0227; and Tax Appeal Case Nos. 1T.X. 17-1-1056 through 1T.X. 17-1-1339; Tax Appeal Case Nos. 1T.X. 17-1-0228 through 1T.X. 17-1-0490 (collectively, "***Tax Appeal Court Proceeding***");

WHEREAS, on December 1, 2016, ORV/N filed separate motions for summary judgment on the Amended Assessment Claims, arguing in part that the issuance of the Amended Assessments was illegal, retaliatory (as they would not have issued but for Plaintiffs having filed their lawsuit), and unconstitutional;

WHEREAS, on August 9, 2017, the Second Circuit Court issued its Findings of Fact, Conclusions of Law; Order Granting Plaintiffs' Motions for Partial Summary Judgment on Counts V, VI, VII and VIII of the Second Amended Complaint Filed August 12, 2016, Filed on December 1, 2016; and Denying Defendants County of Maui and the Maui County Council's Motions for Partial Summary Judgment as to Count V of the Plaintiffs' Second Amended Complaint Filed 2016-08-12, Filed on December 12, 2016 ("***Assessment Order***");

WHEREAS, in the Assessment Order, the Second Circuit Court ordered the County to refund to ORV/N (1) all tax payments associated with the Amended Assessments, totaling $10,728,518.89 with interest in accordance with Maui County Code section 3.48.670; and (2) fees paid for the Tax Review Board appeals in the amount of $83,325.00.

WHEREAS, the County timely refunded these amounts to ORV/N ("***Refunded Amounts***");

WHEREAS, on January 23, 2018, the Second Circuit Court issued its Order Granting in Part and Deferring in Part Plaintiffs' Motion re Damages Related to Count VIII (42 U.S.C. section 1983) of the Second Amended Complaint Filed August 12, 2016, Filed on September 22, 2017 ("***Damages Order***"), and ordered the County to pay ORV/N (1) $111,400.00 for appeals fees paid by ORV/N to the Tax Appeals Court and (2) $429,145.94 in general excise taxes that ORV/N incurred and paid because of the County's issuance of the Amended Assessments ("***GET Payments***");

WHEREAS, on May 30, 2018, the Second Circuit Court issued its Order Granting (1) Plaintiffs' Motion for Further Hearing on Plaintiffs' Request for Fees and Costs Relating to Count VIII of the Second Amended Complaint Filed August 12, 2016, Filed March 6, 2018; and (2) Plaintiffs' Motion re Damages Related to Count VIII (42 U.S.C. section 1983) of the Second Amended Complaint Filed August 12, 2016, Filed September 22, 2017, Regarding Attorneys' Fees and Costs, and awarded ORV/N $455,749.56 in attorneys' fees and $18,177.43 in costs related to the Amended Assessments ("***Fees and Cost Order***");

WHEREAS, pending the appeal SCAP No. 18-0000578, the County has not paid to ORV/N the amounts awarded to ORV/N set forth in the Damages Order and the Fees and Costs Order;

WHEREAS, on June 25, 2018, the Second Circuit Court entered its Order Certifying for Interlocutory Appeal Counts V, VI, VII, and VIII of the Second Amended Complaint, Filed August 12, 2016, Pursuant to Hawai'i Rules of Civil Procedure Rule 54(b), and Staying Proceedings Under Hawai'i Rules of Civil Procedure 62(d) and (e); ("***Order re Interlocutory Appeal***");

WHEREAS, on July 2, 2018, the Second Circuit Court entered its Final Judgment on Counts V, VI, VII, and VIII of the Second Amended Complaint Filed on August 12, 2016 ("***Final Judgment***") to facilitate the purposes of the interlocutory appeal;

WHEREAS, on July 7, 2018, the County filed an appeal of the Order re Interlocutory Appeal and the Final Judgment ("***Amended Assessment Appeal***") as well as other orders in the Lawsuit;

WHEREAS, the County's appeal of orders in the Lawsuit, including the Amended Assessment Appeal, is pending in the Supreme Court of State of Hawai'i, SCAP No. 18-0000578;

WHEREAS, on May 22, 2019, and at the parties' joint request, SCAP No. 18-0000578 was accepted into the Hawai'i Appellate Mediation Program;

WHEREAS, the Parties dispute the material issues between them , but in an effort to resolve the dispute between them related to the Amended Assessments, the Amended Assessment Claims, the Assessment Order, the Refunded Amounts, the Damages Order, the Fees and Costs Order, the Tax Appeal Court Proceeding and the Amended Assessment Appeal, the Parties have agreed to resolve their differences in accordance with the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the mutual obligations and covenants set out herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS. In addition to the definitions provided in this Agreement for capitalized terms, the following terms are defined as follows:

1.1. ORV/N. "ORV/N" shall mean and be deemed to include Ocean Resort Villas Vacation Owners Association and Ocean Resort Villas North Vacation Owners Association together with each of their respective past and present officers, directors, managers, owners, members, partners, interest holders, investors, principals, employees, agents, managing agents, attorneys, predecessors, successors, assigns, insurers (including, without limitation, reinsurers, sureties and subrogees), and all persons, corporations, partnerships, companies and any other individuals or entities claiming by, through or under either ORV or ORVN.

1.2. County. "County" shall mean and be deemed to include the County of Maui together with all its departments, divisions, administration, and past and present elected and appointed officials, managers, directors, commissioners, employees, agents, representatives, attorneys, insurers, assigns, predecessors and successors in interest, and any other individuals or entities claiming by, through, or under it, and the Maui County Council;

1.3. Council. "Council" shall mean and be deemed to include the Maui County Council together with its past and present elected councilmembers, employees, agents, representatives, and any other individuals or entities claiming by, through, or under it.

1.4. Claims. "Claims" shall mean and be defined as any allegations, claims, actions, causes of action, claims for relief, disputes, demands, or damages however denominated, or injuries, attorneys' fees and costs, or other expenses arising from or related to the Amended Assessments, the Amended Assessment Claims, the Amended Assessment Order, the Fees and Costs Order, the Damages Order, the Refunded Amounts, the Tax Appeal Court Proceeding and the Amended Assessment Appeal.

2. CONSIDERATION. In consideration for the agreements set forth herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

2.1. Monetary Consideration.

2.1.1. Refunded Payments. ORV/N shall retain the Refunded Amounts.

2.1.2. Additional Payment. Within forty-five (45) days of the execution of this Agreement by the County's administration authorizing the settlement set forth in this Agreement, the County shall make a one-time payment to ORV/N in the amount of $585,326.99, which consists of the amounts awarded to ORV/N in the Damages Order and the Fees and Costs Order ("***Additional Payment***") except for ORV/N's GET Payments, which are addressed in paragraph 2.1.4 of this Agreement.

2.1.3. Method of Additional Payment. The County shall make the Additional Payment via a check made payable to "McCorriston Miller Mukai MacKinnon LLP Client Trust Account."

2.1.4. Recoupment of GET Payments. ORV/N's retention of the Refunded Amounts will reduce the assessments owed by and collected from the owners of ORV/N for the year 2020, which in turn will reduce the general excise taxes owed by ORV/N to the State, thus permitting ORV/N to recoup the GET Payments. Upon the request of ORV/N or the State, the County will provide timely information to the State related to the Amended Assessments and the Refunded Amounts in order to assist ORV/N in recouping the GET Payments.

2.2. Other Consideration.

2.2.1. Withdrawal from Hawai'i Appellate Mediation Program. Upon the Council's approval of a resolution authorizing the settlement set forth in this Agreement, the Parties will jointly request that SCAP No. 18-0000578 be withdrawn from the Hawai'i Appellate Mediation Program.

2.2.2. Dismissal of the Amended Assessment Appeal. Upon the withdrawal of SCAP No. 18-0000578 from the Hawai'i Appellate Mediation Program, the Parties shall jointly request that the Hawai'i Supreme Court dismiss the Amended Assessment Appeal from SCAP No. 18-0000578. The Parties shall further request that the Hawai'i Supreme Court remand this matter in part to the Second Circuit Court, for further action on the Amended Assessment Order, the Damages Order, the Fees and Costs Order and the Final Judgment, as set forth in paragraph 2.2.3 of this Agreement.

2.2.3. Vacate Certain Second Circuit Court Orders. Upon remand to the Second Circuit Court as contemplated in section 2.2.2 of this Agreement, the Parties shall execute and submit for entry by the Second Circuit Court the Stipulation and Order Partially Lifting Stay, attached here as **Exhibit A**, in order to vacate (a) the Amended

Assessment Order; (b) the Damages Order; (c) the Fees and Costs Order; and (d) the Final Judgment. The Parties anticipate the Second Circuit Court's agreement to vacate these orders and the Final Judgment, but its failure to do so does not effect the enforceability of this Agreement, including but not limited to the monetary consideration due pursuant to paragraph 2.1 of this Agreement. The Parties' obligation to execute and file the Stipulation and Order Partially Lifting Stay is also not effected by the Second Circuit Court's failure to vacate any of the above-referenced orders or Final Judgment.

2.2.4. Dismissal of Tax Appeal Court Proceeding. The Parties will jointly seek the dismissal of the Tax Appeal Court Proceeding with prejudice.

2.2.5. Dismissal of the Amended Assessment Claims. Upon the Parties' receipt of the Consideration set forth in paragraph 2, specifically to include (but not be limited to) paragraph 2.1.4 of this Agreement, the Parties will stipulate to dismiss with prejudice the Amended Assessment Claims (i.e., Counts V, VI, VII and VIII of the Second Amended Complaint).

2.2.6. County's Reply Brief in SCAP No. 18-0000578. The County's reply brief in SCAP No. 18-0000578 is due fourteen (14) days after the Hawai'i Supreme Court dismisses the Amended Assessment Appeal.

2.2.7. Further Settlement Offer. ORV/N is not precluded from making a formal written settlement offer to the County through the Department of Corporation Counsel on the issues remaining in SCAP No. 18-0000578.

No other consideration has been promised, is due, or will be paid or given, in consideration of this Agreement.

3. MUTUAL RELEASES. Upon the Parties' receipt of the Consideration set forth in paragraph 2 of this Agreement, including but without limitation, the County's cooperation in ORV/N's recoupment of the GET Payments as set forth in paragraph 2.1.4 of this Agreement, the Parties hereby release, acquit, and forever discharge each other from any and all Claims released.

4. RETENTION OF JURISDICTION. The Parties agree that the forum for the resolution of any disputes concerning any aspect of this Agreement, including but not limited to the validity of this Agreement, the interpretation or construction of any of its terms, or any alleged breach of its provisions, shall be in the First Circuit Court, State of Hawai'i.

5. ATTORNEYS' FEES AND COSTS. Except as specifically set forth in paragraphs 2 and 5 of this Agreement, each party will bear its attorneys' fees and costs related to the Claims released, the drafting of this Agreement and/or any further action required of the Parties to effectuate the settlement terms set forth in paragraph 2 of this Agreement.

6. UNDERSTANDINGS AND AGREEMENTS. The Parties further acknowledge, agree, and understand that:

6.1. No Representation. Except as stated herein, no party to this Agreement has made any representation of fact, opinion, or promise to any other party to induce this compromise, and no party is relying upon any statements, representations, opinions, or promises made by any party or its/his agents, employees, representatives, or attorneys. The above-mentioned consideration is received as a compromise settlement in full satisfaction of all the Claims released.

It is further acknowledged that the consideration given by the County and the Parties' assent to this Agreement is not an admission of liability, fault, or wrongdoing of any kind whatsoever, and is not a concession by the County that the Second Circuit Court has jurisdiction over any of the matters on appeal in SCAP No. 18-0000578. Rather, this Agreement is entered into in part to avoid the uncertainty of the matters in the Amended Assessment Appeal and to avoid further controversies, litigation, and expense related to the Amended Assessment Appeal and the Amended Assessment Claims in the Second Circuit Court and Tax Appeal Court.

6.2. Knowledge. Inasmuch as all of the injuries, damages, and losses may not be fully known and hence may be more numerous or more serious than is now understood or expected, the Parties agree that this Agreement applies to all injuries, damages, and losses resulting from matters covered in Paragraph 3 of this Agreement, except as provided therein, even though now unanticipated, unexpected, and unknown, as well as to all injuries, damages, and losses that have already developed and that are now known and anticipated. The Parties make this compromise with full knowledge of the facts and possibilities of any lawsuit, commenced or that could be commenced, and execute and deliver this Agreement being fully informed as to its terms, content, and effect.

6.3. Complete Bar. Acceptance of and execution of this Agreement is a complete and final bar to any and all Claims released. The Parties acknowledge and agree that they have had an adequate opportunity to understand the terms and conditions of this Agreement and consult with counsel of their choosing, and that a language barrier will not serve as a bar to the enforcement of this Agreement.

6.4. Merger and Amendments. This Agreement contains the entire agreement between the Parties concerning the Claims released herein and supersedes all prior and contemporaneous agreements and understandings in connection therewith. This Agreement shall not be altered, amended, modified, or otherwise changed in any respect, or particular whatsoever, except in a writing duly executed by each party to this Agreement.

6.5. Governing Law. This Agreement shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of Hawai'i, without regard to any choice of law principles.

6.6. Construction. This Agreement shall be construed without regard to the identity of the person(s) who drafted the provisions contained herein. Each and every provision of this Agreement shall be construed as though each of the Parties participated equally in the drafting thereof. As a result of the foregoing, any rule of construction against the drafting party shall not be applicable.

6.7. Non-Waiver/Severability. The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof. The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of any other provision hereof.

6.8. Representation of Authority and Non-Assignment of Claims. Each party expressly represents and warrants to the other Parties that it/he has the authority to bind the party to the terms of this Agreement. The Parties warrant and represent to each other that they have not assigned any of their claims to any other individual or business entity.

6.9. Independent Counsel and Professional Advice. The Parties acknowledge and represent that each of them have been advised to obtain independent counsel to represent them concerning their respective rights and obligations arising and existing under this Agreement, and each party has either sought the advice of counsel or has voluntarily and independently and of such party's own free will expressly waived the opportunity to consult with such counsel.

6.10. Release and Waiver of Claims Based on Lack of Understanding or Voluntary Execution. The Parties each acknowledge and represent that (i) it/he has read this Agreement; (ii) it/he/she understands the Agreement fully; and (iii) it/he signs it voluntarily. The Parties each specifically waive and release any claim against any other party or any challenge to any provision in this Agreement on the basis that the party did not fully understand this Agreement or did not sign it voluntarily.

6.11. Captions or Headings. In this Agreement, the captions or headings of paragraphs and subparagraphs are inserted for convenience, reference, and identification purposes only, and shall neither control, define, limit, nor affect any provision of this Agreement.

6.12. Counterpart Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

6.13. Facsimile/Scanned Signatures. The Parties are entitled to rely upon a facsimile or scanned signature of the other party to this Agreement upon receipt by telefacsimile or electronically by an e-mail with an attached pdf. In making proof of this Agreement, it shall not be necessary to produce or account for the original respective signatures of each of the Parties hereto.

6.14. Cooperation. The Parties will each take such other and further actions as are needed to give effect the purposes and intent of this Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed the foregoing SETTLEMENT AND RELEASE AGREEMENT consisting of eleven (11) pages, including these signature pages.

COUNTY OF MAUI

By: Michael P Victorino
Its Mayor

Date: 10/10/19

APPROVED AS TO FORM:

DEPARTMENT OF THE
CORPORATION COUNSEL

MOANA LUTEY
Corporation Counsel
County of Maui

By _____
Brian A. Bilberry
Deputy Corporation Counsel

Attorneys for
THE COUNTY OF MAUI
and THE MAUI COUNTY COUNCIL

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

OCEAN RESORT VILLAS VACATION OWNERS ASSOCIATION

By: _____
Its PRESIDENT

Date: October 10, 2019

OCEAN RESORT VILLAS NORTH VACATION OWNERS ASSOCIATION

By: _____
Its _____

Date: _____

_____
VIC H. HENRY
Date: _____

_____
PETER A. BAGETELOS
Date: _____

APPROVED AS TO FORM:

_____
LISA W. CATALDO
BECKY T. CHESTNUT

Attorneys for
OCEAN RESORT VILLAS VACATION OWNERS ASSOCIATION, OCEAN RESORT VILLAS NORTH VACATION OWNERS ASSOCIATION, VIC H. HENRY and PETER A. BAGETELOS

OCEAN RESORT VILLAS VACATION OWNERS ASSOCIATION

By: _____
Its _____

Date: _____

OCEAN RESORT VILLAS NORTH VACATION OWNERS ASSOCIATION

By: Barry Brier
Its President

Date: October 10, 2019

_____
VIC H. HENRY
Date: _____

_____
PETER A. BAGETELOS
Date: _____

APPROVED AS TO FORM:

_____
LISA W. CATALDO
BECKY T. CHESTNUT

Attorneys for
OCEAN RESORT VILLAS VACATION OWNERS ASSOCIATION, OCEAN RESORT VILLAS NORTH VACATION OWNERS ASSOCIATION, VIC H. HENRY and PETER A. BAGETELOS

OCEAN RESORT VILLAS VACATION OWNERS ASSOCIATION

By: _____
Its _____

Date: _____

OCEAN RESORT VILLAS NORTH VACATION OWNERS ASSOCIATION

By: _____
Its _____

Date: _____

VIC H. HENRY
Date: October 10, 2019

PETER A. BAGETELOS
Date: _____

APPROVED AS TO FORM:

LISA W. CATALDO
BECKY T. CHESTNUT

Attorneys for
OCEAN RESORT VILLAS VACATION OWNERS ASSOCIATION, OCEAN RESORT VILLAS NORTH VACATION OWNERS ASSOCIATION, VIC H. HENRY and PETER A. BAGETELOS

OCEAN RESORT VILLAS VACATION OWNERS ASSOCIATION

By: _____
Its _____

Date: _____

OCEAN RESORT VILLAS NORTH VACATION OWNERS ASSOCIATION

By: _____
Its _____

Date: _____

_____
VIC H. HENRY
Date: _____

Peter A. Bagatelos
PETER A. BAGATELOS
Date: October 10, 2019

APPROVED AS TO FORM:

_____
LISA W. CATALDO
BECKY T. CHESTNUT

Attorneys for
OCEAN RESORT VILLAS VACATION OWNERS ASSOCIATION, OCEAN RESORT VILLAS NORTH VACATION OWNERS ASSOCIATION, VIC H. HENRY and PETER A. BAGATELOS

OCEAN RESORT VILLAS VACATION OWNERS ASSOCIATION

By: _____
Its _____

Date: _____

OCEAN RESORT VILLAS NORTH VACATION OWNERS ASSOCIATION

By: _____
Its _____

Date: _____

_____
VIC H. HENRY
Date: _____

_____
PETER A. BAGATELOS
Date: _____

APPROVED AS TO FORM:

_____
LISA W. CATALDO
BECKY T. CHESTNUT

Attorneys for
OCEAN RESORT VILLAS VACATION OWNERS ASSOCIATION, OCEAN RESORT VILLAS NORTH VACATION OWNERS ASSOCIATION, VIC H. HENRY and PETER A. BAGATELOS

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 10th day of October, 2019, before me appeared **MICHAEL P. VICTORINO**, to me personally known, who being by me duly sworn did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, in the capacity shown, having been duly authorized to execute such instrument in such capacity, on behalf of said County of Maui by authority of its Charter, and the said **MICHAEL P. VICTORINO** acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

CANDACE H. Y. STAHL NOTARY PUBLIC STATE OF HAWAII
[Stamp or Seal]
No. 02-187

Notary Public, State of Hawaii

Print Name: Candace H.Y. Stahl
My commission expires: 04/28/2022

NOTARY PUBLIC CERTIFICATION

Doc. Date:	10 October 2019	# Pages:	12 pages (at time of signing)
Notary Name:	Candace H.Y. Stahl	Judicial Circuit:	Second
Doc. Description:	Settlement and Release Agreement		
Notary Signature:			
Date:	10 October 2019		

CANDACE H. Y. STAHL NOTARY PUBLIC STATE OF HAWAII
[Stamp or Seal]
No. 02-187