

EXHIBIT “A”

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

WILFRED BERMUDEZ, on behalf
of himself and on behalf of all others
similarly situated,

Plaintiffs,

v.

Case No. : 6:19-cv-01847-Orl-37DCI

CFI RESORTS MANAGEMENT, INC.

Defendant.

_____ /

JOINT STIPULATION OF CLASS SETTLEMENT

Plaintiff, Wilfred Bermudez (“Plaintiff”), individually and on behalf of the putative class, and Defendant, CFI Resorts Management, Inc. (“Defendant”), enter into this Settlement Agreement and Release to settle the issues between them asserted in this action.

I. RECITALS

1. On September 25, 2019, Plaintiff filed this class action complaint in the United States District Court for the Middle District of Florida, Orlando Division. (Dkt. 1 - the “Action”).

2. Plaintiff asserted causes of action against Defendant for alleged violations of the Fair Credit Reporting Act (“FCRA”). Specifically, Plaintiff alleged claims for relief for Defendant’s purported violations of 15 U.S.C. §§ 1681b(b)(2)(A)(i)-(ii) and § 1681b(b)(3) (collectively “§1681”), alleging, *inter alia*, Defendant obtained and used consumer reports

for employment purposes on Plaintiff and other class members without making a lawful disclosure.¹ *Id.*

3. The Parties have reached a compromise in principle on a class basis, contingent upon the negotiation and execution of a final settlement agreement (“Agreement”) and approval by the Court.

4. Defendant denied and continues to deny that it engaged in any wrongdoing or that its disclosure violated the FCRA. Nothing in this Agreement should be interpreted – explicitly or implicitly- as an admission by Defendant of any actual or potential fault, wrongdoing, or liability in connection with any facts or claims that have been or could have been alleged against it in the Action. Defendant is aware of the uncertainty associated with litigation, including but not limited to, the substantial expense of litigation, the length of time necessary to resolve the issues presented, the disruption to its business operations and insecurity of specific outcome for either party.

5. Plaintiff, the Settlement Class, and Class Counsel are aware that Defendant has significant defenses to the allegations in this Action upon which Defendant might prevail and that, as a result, Plaintiff and the Settlement Class may not receive any benefit or consideration for the claims that have been asserted against Defendant.

6. Based upon its analysis and evaluation of several factors, Class Counsel recognize the substantial risks of continued litigation and delays, including the likelihood that the claims, if not settled now, might result in no recovery whatsoever for the Settlement Class.

¹ Class Counsel ultimately concluded the alleged violations of 15 U.S.C. § 1681b(b)(3) could not be substantiated and therefore not suitable for class resolution. Count III will be dismissed with prejudice.

7. Class Counsel has conducted a thorough research of the relevant law, facts, scope and identity of the Settlement Class, and has concluded, considering the benefits of this settlement, as defined below, and the risks and delays of further litigation, that this settlement is fair and reasonable and in the best interests of the Settlement Class.

8. Subject to the approval of the Court, the Parties wish to settle this Action, effect a compromise, and fully release the claims, as set forth in paragraph 28 below.

9. The Parties agree that the claims referenced herein shall be settled, compromised, and released, subject to the approval of the Court, upon and subject to the following terms and conditions:

II. DEFINITIONS

10. Action.

The above-entitled Action, Case No. 6:19-cv-01847.

11. Settlement Agreement and Release.

This Stipulation of Class Action Settlement (“Stipulation of Settlement”).

12. Claim Form.

The document attached as **Exhibit 1** will be mailed to Class Members’ last known addresses and must be signed and returned, or properly submitted online by the Response Date for the Class Member to receive his or her award from the Net Settlement Fund as that term is defined in paragraph 24 .

13. Class Counsel.

Marc R. Edelman of Morgan & Morgan, P.A and Chad Justice of Justice for Justice, LLC.

14. Class Counsel Attorney’s Fees and Costs.

Class Counsel may seek attorneys' fees up to one-third of the Settlement Fund, subject to Court approval. Defendant retains the right to object to any attorneys' fees requested by Class Counsel exceeding \$161,225.54.

15. Class Settlement Administration Costs.

The Settlement Administration Costs, which sum will be paid from the Settlement Fund, subject to Court approval, and which is inclusive of the costs of the Settlement Notice and sending of the notices required under the Class Action Fairness Act ("CAFA").

16. Class Representative or Plaintiff.

Plaintiff, Wilfred Bermudez.

17. Class Representative Service Payment.

A sum not to exceed \$5,000.00 payable to Plaintiff as consideration for his service as the named class representative, which sum shall be paid from the Settlement Fund, subject to Court approval.

18. Court.

The United States District Court for the Middle District of Florida, Orlando Division.

19. Covered Period.

The period from September 25, 2017 through March 6, 2020.

20. Days.

All reference to "days" in this Stipulation of Settlement shall refer to calendar days, unless otherwise specified, provided that if a deadline listed in the Stipulation of Settlement falls on a weekend or holiday, that deadline will then fall on the next day that is not weekend or holiday.

21. FCRA State/Local Equivalents.

Any statute or regulation of any state, U.S. territory, locality/municipality, the District of Columbia, or Puerto Rico, that has a similar purpose or effect as the federal Fair Credit Reporting Act, including regulating the collection or reporting of background checks/consumer information and related actions.

22. Final Approval Hearing.

Hearing conducted by the Court following the Settlement Administrator's work to locate and send Notices to all Settlement Class Members to, among other issues, , determine the amount payable to each Settlement Class Member, perform other settlement-related administrative tasks, and to approve final administration and payment of the settlement.

23. Final Approval Order.

The Court's Order granting final approval of this Stipulation of Settlement.

24. Net Settlement Fund.

The amount of money remaining after the Settlement Fund is reduced by the following amounts:

- a. Class Representative Service Payment approved by the Court;
- b. Class Settlement Administration Costs approved by the Court, including an amount reserved to complete the Settlement Notice, an amount reserved to complete the Settlement Administration after the initial Settlement Payment checks are distributed, and an amount reserved to complete the Notice under Class Action Fairness Act ("CAFA") and ;
- c. Reimbursement to Class Counsel for attorneys' fees and costs in an amount approved by the Court.

25. Notice.

The notice attached hereto as **Exhibit 2**, subject to Court approval, and which the Settlement Administrator will mail, via first-class U.S. mail, to each Settlement Class Member to explain the terms of the settlement, including the procedure for objecting to or opting out of the Stipulation of Settlement.

26. Parties.

Plaintiff and Defendant.

27. Preliminary Approval Order.

The Court's Order granting preliminary approval of this Stipulation of Settlement.

28. Released Claims.

All Settlement Class Members release claims alleged Counts I and II of the Amended Complaint, including all § 1681b claims, and any known or unknown claims that were or could have been alleged based on the specific facts and/or legal theories alleged in the Complaint, and/or related to the current Action, including ones under the Fair Credit Reporting Act and any FCRA State/Local Equivalents, including but not limited to background check or consumer report disclosure notices and forms, the procurement and use of any background check or consumer reports (including but not limited to any claims under California Business & Professions Code section 17200), whether such factual basis is known or unknown at the time the release is approved by the Court. All Settlement Class Members release the right or ability to bring or participate in a class action, mass action, representative or other similar joint or collective claims against Defendant and/or the Released Parties under the FCRA and/or any FCRA State/Local Equivalents for any claim that was asserted in this action. The period of the Released Claims extends to the limits of the Covered Period.

For California Settlement Class Member under Section 1542: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Count III of the Complaint is dismissed with prejudice by Plaintiff.

29. Released Parties.

Defendant and its past and present related entities, direct or indirect affiliates, parent companies and other subsidiaries and assigns, and any and all of their past, present and future directors, officers, trustees, employees, attorneys, insurers, agents, servants and representatives, whether in their individual or official capacities, including but not limited to CFI Resorts Management, Inc., Westgate Management NYC Inc., Westgate Resorts, Inc. and Westgate Marketing, LLC. and all CFI Resorts Management, Inc.'s corporate affiliates, including predecessors, successors, assigns, current and former employees, shareholders, officers, directors, members, managers, agents, subcontractors, attorneys, insurers, subsidiaries, divisions, parent companies, holding companies or affiliated corporations, partnerships, limited liability companies, joint venturers, and any other form of entity or organization.

30. Response Deadlines.

Members of the Settlement Class shall have thirty days (30) days after the date the Settlement Administrator mails the Notice to Settlement Class Members, by which Response Deadline the members of the Settlement Class must postmark written notice of their intent to opt-out of the settlement and/or a written notice of objection to the preliminarily approved

settlement, as applicable. Members of the Settlement Class shall have sixty (60) days to submit a claim.

31. Defendant's Reversion.

Any unclaimed funds from the Settlement Fund, and any uncashed settlement compensation after the expiration of the thirty (30) day period for negotiating checks used to distribute the Net Settlement Fund shall automatically revert back to Defendant.

32. Settlement Administrator.

The Settlement Administrator will be _____. ("Settlement Administrator"). The Settlement Administrator will contract with Class Counsel. The contract between the Settlement Administrator and Class Counsel shall name Defendant as an intended third party beneficiary, so Defendant has rights against the Settlement Administrator for breach of contract. Accordingly, Class Counsel and Defendant will be responsible for the performance of Settlement Administrator, including its compliance with the terms of this Stipulation of Settlement and other applicable requirements.

The Settlement Administrator shall comply with CAFA. The Settlement Administrator shall cause notice of the proposed settlement that meets the requirements of CAFA, to be served on the appropriate federal and state officials, as specified in 28 U.S.C. § 1715(a), no later than ten (10) days after the filing of this Stipulation of Settlement with the Court. Because the names of Settlement Class Members and other personal information about them will be provided to the Settlement Administrator only, for purposes of providing cash benefits and processing opt out requests, the Settlement Administrator will execute a confidentiality and non-disclosure agreement with Defendant and Class Counsel and will ensure that any information provided to

the Settlement Administrator by Settlement Class Members will be secure and used solely for the purpose of effecting this Stipulation of Settlement.

33. Total Class Settlement Administration Costs.

The aggregate costs incurred by the Settlement Administrator in administering the settlement are not to exceed \$25,000.00. The aggregate costs include an amount reserved to complete the Settlement Notice, an amount reserved to complete the Settlement Administration after the initial Settlement Payment checks are distributed, and an amount reserved to complete the CAFA Notice. Within three business days of the Court entering an order preliminarily approving the settlement, Defendant shall deposit \$25,000.00 with the Settlement Administrator.

34. Settlement Class.

All individuals as to whom, during the Covered Period, were subject to at least one consumer report based upon the subject disclosure document. Defendant represents there are 8,795 members of the Settlement Class.

35. Settlement Class Member.

Any individual identified on the list provided by Defendant is a member of the Settlement Class as long as the individual has not validly been excluded from the Settlement Class by timely opting out of the settlement as described in paragraph 50. All individuals who do not timely opt out shall be bound by any Orders of the Court about the Stipulation of Settlement or the Settlement Class, even if the individual fails to submit a claim form.

36. Settlement Effective Date or Effective Date.

The seventh calendar day after all the following have occurred:

- a. All Parties, Class Counsel, and Defendant's counsel have executed this Stipulation of Settlement and Plaintiff has executed the Release described in paragraph 57;
- b. The Court has entered without material change the Final Approval Order and Judgment;
- c. The Court has ruled on Class Counsel's application for attorney's fees, costs and other expenses; and
- d. The final disposition of any related appeals, and in the case of no appeal or review being filed, the expiration of the applicable appellate period, unless otherwise agreed.

The Parties intend that the Stipulation of Settlement shall not become effective until the Court's Final Approval Order has become completely final and until there is no timely recourse by an appellant or objector who seeks to contest the settlement. The Parties may waive any agreement.

37. Settlement Fund.

The maximum amount that Defendant will pay to the Settlement Fund under any circumstance whatsoever is FIVE HUNDRED FIVE THOUSAND SEVEN HUNDRED TWELVE DOLLARS AND FIFTY CENTS (\$505,712.50).

38. Qualified Settlement Fund.

The Parties agree that the Settlement Fund is intended to be a "qualified settlement fund" ("Qualified Settlement Fund") within the meaning of Treasury Regulation § 1.468B-1 and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible for filing any required tax returns for and paying from the Settlement Fund any

taxes owed with respect to the Settlement Fund. The Parties further agree that the Settlement Fund shall be treated as a “qualified settlement fund” from the earliest date possible, and agree to any relation-back election required to treat the Settlement Fund as a “qualified settlement fund” from the earliest date possible. Defense Counsel agrees to provide promptly to the Settlement Administrator the statement described in Treasury Regulation § 1.468B-3(e). Any and all taxes shall be paid out of the Settlement Fund, shall be paid out of the interest earned on the Settlement Fund, be considered to be a cost of administration of the Settlement, and be timely paid by the Settlement Administrator without prior order of the Court, and under no circumstance shall Defendant have any liability related thereto.

39. Settlement Payment.

“Settlement Payment” means the individualized award of \$57.50 from the Net Settlement Fund that will be made in the distribution from the Settlement Fund to the Settlement Class Members who file a timely claim and do not timely and validly opt out of the settlement. Settlement Payments will be distributed to each Settlement Class Member who timely submits a proper Claim Form in compliance with all terms and conditions of this Stipulation of Settlement. In the event Settlement Class Members submit claims such that the number of claims multiplied by \$57.50 exceeds the amount remaining of the Net Settlement Fund, each claim shall be reduced *pro rata*. Under no circumstances shall Defendant be required to contribute additional monies to the Settlement Fund.

40. Defendant’s Reversion Total Amount.

“Defendant’s Reversion Total Amount” means the amount of any unclaimed funds from the Net Settlement Fund and of any uncashed settlement compensation after the expiration of the thirty (30) day period for negotiating checks used to distribute the Net Settlement Fund which

shall automatically revert back to Defendant. Defendant is only obligated to pay Class Counsel Attorneys' Fees and Costs awarded by the Court.

III. RELIEF AND BENEFITS

41. Monetary Benefits to Settlement Class Members.

In exchange for the releases and waivers of claims described below, Defendant will pay each Settlement Class Member who does not opt-out and who timely submits a proper Claim Form an amount not to exceed \$57.50, subject to reduction if the number of claims submitted exceeds the amount remaining in the Net Settlement Fund. Defendant will deposit 100% funds required to satisfy the payments to be made out of the Settlement Fund with the Settlement Administrator within fourteen calendar days after the Fairness Hearing, assuming approval.

The Net Settlement Fund will be distributed to the Settlement Class Members who do not opt-out and who timely submits a proper Claim Form using the timeline set forth below.

- a. Initial payments to Settlement Class Members who do not opt-out and who timely submit a proper Claim Form will be mailed by the Settlement Administrator by check and delivered by first-class U.S. mail, postmarked within ten (10) business days of the Effective Date as that date is defined in paragraph 36. All initial checks will expire thirty (30) days after they are issued and will state the expiration date on their faces. If any such payment is returned by the U.S. Postal Service as undeliverable, or is uncashed or not negotiated before it expires, neither Defendant nor the Settlement Administrator nor Class Counsel shall have any further obligations to Plaintiff or any Settlement Class Member, except that:

- i. For any check returned by the U.S. Postal Service with a forwarding address before the check's expiration date, the Settlement Administrator will re-mail the check to the forwarding address;
 - ii. If a Settlement Class Member contacts the Settlement Administrator or Class Counsel to request a replacement check before the initial check is negotiated, the Settlement Administrator will comply with that request by cancelling the initial check and issuing a replacement check.
- b. The Parties agree that all Settlement Class Members waive and abandon any ownership interest in any such undeliverable, returned, uncashed, or non-negotiated checks and further agree that no obligation has been generated or proven with respect to such undeliverable, returned, uncashed, or non-negotiated checks.

42. Taxes.

The payments to each Settlement Class Member are not wages and each Settlement Class Member will be solely responsible for the payment of taxes owed, if any, as result of this payment. Likewise, the approved Class Representative Service Payment to Plaintiff is not considered wages and Plaintiff will be solely responsible for the payment of taxes owed on this payment. The Settlement Administrator, on Defendant's behalf, will issue to Plaintiff an IRS Form 1099 reflecting this payment.

43. Class Representative Service Payment.

Defendant agrees that Plaintiff may apply to the Court for a Class Representative Service Payment in an amount not to exceed \$5,000.00. Plaintiff will file his request for approval of Class Representative Service Payment no later than fourteen (14) days before the hearing on the Motion for Final Approval. Defendant agrees not to oppose the motion for such service payment as stated here.

44. Class Counsel Attorney's Fees and Costs.

Defendant agrees that Class Counsel may apply to the Court for an award of attorneys' fees up to one third of the Settlement Fund (\$168,402.26). However, Defendant retains the right to object to any request for attorneys' fees in excess of \$161,225.54.

Class Counsel will file the application for approval of Class Counsel Attorney's Fees and Costs no later than fourteen (14) days before the hearing on the Motion for Final Approval. And Westgate will similarly fund attorneys' fees and costs within fourteen (14) calendar days after the Fairness Hearing, assuming approval.

The Settlement Administrator shall pay any approved Class Counsel Attorney's Fees and Costs no later than five (5) days after the Effective Date.

45. Payments to the Settlement Administrator.

The Settlement Administrator shall pay any approved Class Settlement Administration Costs no later than five (5) days after the Effective Date.

IV. NOTICE, OPT-OUT, OBJECTIONS AND SETTLEMENT APPROVAL

46. Notice to Settlement Class Members.

No later than seven (7) calendar days after the Court has issued the Preliminary Approval Order, Defendant shall disclose the names, last known addresses, and of members of the Settlement Class to the Settlement Administrator and Class Counsel.

No later than fifteen (15) days after the Court has issued the Preliminary Approval Order, the Settlement Administrator will mail the Notice (attached as **Exhibit 2**) to all Settlement Class Members via first-class U.S. Mail, postage prepaid and return service requested to such Settlement Class Member's last known mailing address, as updated by using the U.S. Postal Service's database of verifiable mailing addresses (the CASS database) and the National Change-of-Address database. The Notice shall bear the Settlement Administrator's mailing address as the return-mail address. The Notice will include an indication it is a "Court Approved Settlement Notice authorized by the U.S. District Court for the Middle District of Florida" and may also include a bar code.

A Claim Form (**Exhibit 1**) will also be included as part of the mailing.

Not later than seven (7) calendar days after the Court has issued the Preliminary Approval Order, the Settlement Administrator shall post a website containing information about the Settlement, including all relevant dates, pleadings, and claims portal.

47. Notices Returned as Undeliverable.

For all Notices returned to the Settlement Administrator without forwarding addresses, the Settlement Administrator will use publicly available databases as practicable to update those Settlement Class Members' addresses and will cause the Notice to be re-mailed by the Settlement Administrator to such Settlement Class Members who can be located.

48. Toll-Free Telephone Line.

The Settlement Administrator will establish and staff a toll-free telephone line that members of the Settlement Class can use to contact the Settlement Administrator with questions about the settlement or to change their addresses.

49. Claim Form Procedures.

To receive a portion of the Net Settlement Fund, all members of the Settlement Class must submit a timely Claim Form (attached as **Exhibit 1**) by the Response Deadline. Claim forms may be submitted through a claims filing portal on the settlement website, by fax or by mail. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Claim Form has been timely submitted by mail. However, it is not the intention of the Parties to exclude Class Members from participating in the Settlement for technical reasons that do not interfere with the orderly administration of the Stipulation of Settlement. Therefore, the Settlement Administrator will compile a list of claims rejected for failure to cure an unsigned Claim Form.

If the Settlement Class Member's Claim Form or Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter ("Cure Letter") within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Claim Form or Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, to postmark, fax, or electronically submit a revised Claim Form or Request for Exclusion. If a Class Member responds to a Cure Letter by filing a defective claim, then the Claims Administrator will have no further obligation to give notice of a need to cure. If the revised Claim Form is not postmarked within the later of (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, it will be deemed untimely.

50. Right to Opt Out.

All members of the Settlement Class will have the right to be excluded from, *i.e.*, to “opt out” of, the Settlement Class. On or before the Response Deadline, each member of the Settlement Class who elects to opt out of the settlement must send, by first-class U.S. mail, written notice addressed to the Settlement Administrator indicating his or her name and address and stating that he or she desires to opt-out of the settlement or otherwise does not want to participate in the settlement. Any opt out notice must be personally signed by the member. Settlement Class Members must opt out of the Settlement Class individually. So-called “mass” or “class” opt outs, whether filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members where no personal statement has been signed by each and every individual Settlement Class Member, are not allowed. Any member of the Settlement Class who does not timely (as measured by the postmark on that individual’s written notice) opt out of the settlement by written notice directed to the Settlement Administrator and containing the requisite information shall remain a member of the Settlement Class and shall be bound by any Orders of the Court about the Settlement or the Settlement Class. Any member of the Settlement Class who submits a claim form and elects to opt out is deemed to have invalidly opted out and remains a member of the Settlement Class and shall be bound by any Orders of the Court about the Settlement or the Settlement Class. If more than three percent (3%) of the members of the Settlement Class validly, timely, and individually opt out of the class, Defendant may in its sole discretion exercise its right to void the Stipulation of Settlement, in which case this Stipulation of Settlement will be vacated, rescinded, cancelled, and annulled, and the Parties will return to the status quo ante as if they had not entered into this settlement. If the total number of Settlement Class Members, when finally determined, varies by more than three percent (3%), the Settlement Fund shall be increased proportionately or Plaintiff

may elect to void the settlement. In that event, the settlement and all negotiations and proceedings related to the settlement will be without prejudice of the rights of the Parties, and evidence of the settlement, negotiations, and proceedings will be inadmissible and will not be discoverable.

51. Objections.

Any member of the Settlement Class who wishes to object to the settlement must return by U.S. mail to the Settlement Administrator a timely written statement of objection no later than thirty (30) days after the date the Settlement Administrator mails the Notice of Settlement. Any member of the Settlement Class who submits a timely request for exclusion or opt out may not file an objection to the settlement and shall be deemed to have waived any rights or benefits under this Stipulation of Settlement. The Notice of Objection must state (1) the case name and number; (2) the name, address, telephone number, and email address (if any) of the member of the Settlement Class making the objection; (3) a statement of the objection(s) being asserted; (4) a detailed description of the facts and any legal authorities underlying each objection; (5) a notice of intent to appear at the final Fairness Hearing, if the Settlement Class Member making the objection intends to appear; (6) a list of any witnesses the Settlement Class Member making the objection may call to testify at the Final Approval Hearing, whether in person, by deposition, or affidavit; and (7) a list of any exhibits, and copies of the same, which that such objector may offer at the Final Approval Hearing. Any objection must be personally signed by the objector.

No member of the Settlement Class shall be entitled to contest in any way the approval of the terms and conditions of this Stipulation of Settlement or the Court's Final Approval Order except by filing and serving written objections in accordance with the provisions of this Stipulation of Settlement. Any member of the Settlement Class who fails to make objections in

the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections, whether by appeal or otherwise, to the settlement.

The Settlement Administrator shall provide any objections and backup information to Defendant's Counsel and Class Counsel, who shall file same with the Court at least seven (7) days before the Final Approval Hearing or as otherwise ordered by the Court.

52. Preliminary Settlement Approval.

As soon as practicable after the Parties execute this Stipulation of Settlement, Class Counsel will present this Stipulation of Settlement to the Court for preliminary settlement approval and will request by unopposed motion that the Court enter a Preliminary Approval Order.

53. Final Approval Hearing and Final Approval Order and Judgment.

The Parties agree to cooperate to work to schedule a Final Approval Hearing as soon as practicable.

V. RELEASE OF CLAIMS

54. Release of Claims by the Class Members.

On the Settlement Effective Date, all members of the Settlement Class who have not timely and properly opted out of the settlement, and all those acting or purporting to act on their behalf including, but not limited to, their successors, assigns, legatees, heirs, and personal representatives, fully and forever release, waive, acquit, and discharge Defendant and the Released Parties to the fullest extent permitted by law from any and all Released Claims. Count III of the Complaint has been dismissed with prejudice by Plaintiff.

55. Prior Releases and Waivers of Claims.

Defendant agrees that the Settlement Class Members' or Plaintiff's receipt of funds under this Stipulation of Settlement is not a violation of any prior promises, contracts, agreements, waivers or covenants between Defendant and the Settlement Class Members or Plaintiff.

VI. OTHER PROVISIONS

56. Class Certification.

The Parties have reached a pre-certification compromise in principle on a class basis, pursuant to the allegations in the Complaint, contingent upon the negotiation and execution by the Parties of this final agreement and this final agreement being approved by the Court. Defendant denies it has engaged in any wrongdoing, does not admit or concede any actual or potential fault, wrongdoing, or liability in connection with any facts or claims that have been or could have been alleged against it in the Action, denies that the claims asserted by Plaintiff are suitable for class treatment other than for settlement purposes, and denies that it has any liability whatsoever, but has agreed to this Stipulation of Settlement because of the substantial expense of litigation, the length of time necessary to resolve the issues presented, the inconvenience involved, and the disruption to its business operations of continued litigation of this dispute. Nothing in this Stipulation of Settlement shall be construed as an admission by Defendant or any of the Released Parties that this Action or any similar case is amenable to class certification. Furthermore, nothing in this Stipulation of Settlement shall prevent Defendant from seeking decertification of a certified class in the future if the Court does not issue a Final Approval Order.

57. No Rehire.

The Parties agree that the named Plaintiff and any other individual already signed up as a potential plaintiff will not be rehired by Defendant. The named Plaintiff will execute a separate

General Release of all claims of any kind whatsoever to be prepared by Defense Counsel. The Parties agree that no additional consideration is necessary for the named Plaintiff to sign that General Release of all claims.

58. Settlement Modification.

The Parties may agree by stipulation executed by counsel to modify the exhibits to this Agreement to effectuate the purpose of this Agreement or to conform to guidance from the Court about the contents of such exhibits without the need to further amend this Agreement. A stipulation modifying the settlement will be filed with the Court and subject to the Court's approval.

59. Communications with Settlement Class Members.

The Parties agree that Class Counsel may communicate directly with members of the Settlement Class to ensure as much participation in the settlement as possible.

60. No Waiver of Privilege.

Nothing in this Agreement is intended to limit or waive the confidentiality of attorney-client privileged communications between Class Counsel and their current clients and members of the Settlement Class, nor is anything in this Agreement intended to limit the ability of Class Counsel to make truthful representations to judicial authorities about either its appointment as class counsel or the settlement of this Action. Likewise, nothing in this Agreement is intended to limit Defendant's or its agents' communications with their counsel or their ability to respond to judicial or other government authorities.

61. Agreement Not Evidence.

Neither this Stipulation of Settlement nor any related documents, negotiations, statements, or Court proceedings may be construed as, received as, used as, or deemed to be

evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including but not limited to Defendant and the Released Parties, or as a waiver by Defendant of any applicable defense to the merits of the claims asserted or to Plaintiff's ability to maintain this Action as a class action, except that this Stipulation of Settlement is admissible at hearings necessary to obtain and implement Court approval of the Parties' settlement or in hearings to enforce the terms of this Stipulation of Settlement or any related order of the Court.

62. No Waiver of Rights.

A Party's failure to exercise any rights under this Stipulation of Settlement shall not constitute waiver of that Party's right to exercise those rights later, except as expressly provided in this Stipulation of Settlement. No delay by any Party in exercising any power or right under this Stipulation of Settlement will operate as a waiver of that power or right, nor will any single or partial exercise of any power or right under this Stipulation of Settlement preclude other or further exercises of that or any other power or right, except as expressly provided. The waiver by one Party of any breach of this Stipulation of Settlement will not be deemed to be a waiver of any prior or subsequent breach.

63. Authority.

The signatories represent they are fully authorized to enter into this Stipulation of Settlement.

64. Best Reasonable Efforts and Mutual Full Cooperation.

The Parties agree to fully cooperate with one other to accomplish the terms of this Stipulation of Settlement, including but not limited to, executing such documents and taking such other actions as may be reasonably necessary to implement the terms of this Stipulation of

Settlement, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary or ordered by the Court, or otherwise, to ensure that checks are mailed to Settlement Class Members as soon as practicable under the terms of this Stipulation of Settlement. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel will, with the assistance and cooperation of Defendant and its counsel, take all necessary steps reasonably necessary to secure the Court's preliminary and final approval of the Parties' settlement.

65. Entire Agreement.

This Stipulation of Settlement, with its exhibits, constitutes the full and entire agreement among the Parties concerning the subject matter and supersedes all prior representations, agreements, promises, or warranties, written, oral, or otherwise. No Party shall be liable or bound to any other Party for any prior representation, agreement, promise, or warranty, oral or otherwise, except for those that are expressly set forth in or attached to this Stipulation of Settlement.

66. Binding.

This Stipulation of Settlement will be binding upon and will inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

67. No Prior Assignments.

The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights that are released or discharged in this settlement.

68. Construction.

The Parties agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, arms-length negotiations between the Parties and that this Stipulation of Settlement will not be construed in favor of or against any Party because of the extent to which any Party or the Party's counsel participated in the drafting of this Stipulation of Settlement.

69. Settlement Governed by Florida Law.

This Stipulation of Settlement shall be governed and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Florida.

70. Survival of Agreements.

All agreements made and orders entered during the course of the litigation of the Action relating to the confidentiality of information shall survive this Stipulation of Settlement.

71. Construction of Captions and Interpretations.

Paragraph titles, captions, or headings in this Stipulation of Settlement are inserted as a matter of convenience and for reference and do not define, limit, extend, or describe the scope of this Stipulation of Settlement or any provision in it. Each term of this Stipulation of Settlement is contractual and is not merely a recital.

72. Use of Facsimile Signatures.

This Stipulation of Settlement may be executed with facsimile signatures and in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The date of execution shall be the latest date on which any Party signs this Stipulation of Settlement.

73. Notices.

Unless otherwise specifically provided in this Stipulation of Settlement, any notices, demands or other communications required hereunder or after entry of the Court's Final Approval Order and Judgment shall be in writing and addressed as follows:

If to Plaintiff:

Marc Reed Edelman, Esquire
MORGAN & MORGAN, P.A.
201 N. Franklin Street, #700
Tampa, FL 33602-5157
Telephone: 813-223-5505
Facsimile: 813-257-0572
medelman@forthepeople.com
Attorney for Plaintiff

If to Defendant:

Richard W. Epstein, Esq.
Greenspoon Marder LLP
200 E Broward Blvd., Suite 1800
Fort Lauderdale, FL 33301
Richard.epstein@gmlaw.com
Attorneys for Defendant

If mailed, notice will be deemed given as of the third business day after mailing. If sent by overnight delivery or delivered person, notice will be deemed given on the date of delivery.

The Parties agree that, because the Settlement Class Members are so numerous, it is impossible and impracticable to have each Settlement Class Member execute this Stipulation of Settlement. Therefore, the Notice will advise all Settlement Class Members of the binding nature of the release and will have the same force and effect as if this Stipulation of Settlement were executed by each Settlement Class Member to the extent applicable law so provides.

74. Exhibits.

1 – Claim Form

2 – Proposed Form Mail Notice

3 – Joint Stipulation and Consent Order

IN WITNESS THEREOF, and intending to be legally bound, the Parties hereto have caused this Settlement Agreement and Release to be executed by their duly authorized representative.

<p><u>/s/</u> Marc Reed Edelman, Esq. Fla. Bar No. 0096342 MORGAN & MORGAN, P.A. 201 N. Franklin Street, Suite 700 Tampa, FL 33602 Telephone 813-223-5505 Fax: 813-257-0572 MEdelman@forthepeople.com</p> <p>Chad Justice, Esq. Florida Bar No.: 121559 JUSTICE FOR JUSTICE LLC 1205 N. Franklin Street, Suite 326 Tampa, FL 33602 Telephone: 813-566-0550 Fax: 813-566-0770 chad@getjusticeforjustice.com</p> <p><i>Attorneys for Plaintiff</i></p>	<p>Date: July __, 2020</p>
<p><u>/s/</u> Richard W. Epstein, Esq. Greenspoon Marder LLP 200 E Broward Blvd., Suite 1800 Fort Lauderdale, FL 33301 Richard.epstein@gmlaw.com Maria.Salgado@gmlaw.com</p> <p>Myrna Maysonet, Esq.</p>	<p>Date: July __, 2020</p>

<p>Susana Cristina Garcia, Esq. Greenspoon Marder LLP 201 E. Pine Street, Suite 500 Orlando, FL 32801 Myrna.Maysonet@gmlaw.com Michael.Lyles@gmlaw.com Tina.Garcia@gmlaw.com Melissa.Spinner@gmlaw.com</p> <p><i>Attorneys for Defendant, CFI Resorts Management, Inc.</i></p>	
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EXHIBIT “1”

BERMUDEZ V. CFI RESORTS MANAGEMENT, INC. CLASS ACTION
THE CLAIM FORM MUST BE RECEIVED BY _____, 2020.
IF YOU WANT TO SHARE IN THE SETTLEMENT, THEN YOU MUST MAIL
IN THIS FORM TO:

[Address Insert]

Check below if you wish to file a claim in the captioned settlement and complete all information:

____ Yes, I want to receive a portion of the settlement fund, anticipated to be \$57.50. I understand that the payment may be subject to reduction based upon the number of class members that timely return the claim form.

Signature: _____

Print Name: _____

Address: _____

If your name or address has changed, please enter the new information below:

Name: _____

Address: _____

City: _____, State _____, Zip Code _____

CLAIMS MAY ALSO BE FILED ONLINE

CLAIMS MAY ALSO BE SUBMITTED ONLINE AT: _____

EXHIBIT “2”

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

NOTICE OF CLASS ACTION SETTLEMENT

IF CFI RESORTS MANAGEMENT, INC., OR ITS RELATED ENTITIES OBTAINED YOUR CONSUMER REPORT (BACKGROUND CHECK) FOR EMPLOYMENT PURPOSES, YOU ARE ELIGIBLE TO RECEIVE A PAYMENT ANTICIPATED TO BE \$57.50 FROM A CLASS ACTION SETTLEMENT.

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS A CLASS MEMBER. YOUR LEGAL RIGHTS WILL BE AFFECTED BY THE SETTLEMENT OF THIS LAWSUIT. PLEASE READ THIS NOTICE CAREFULLY. IT EXPLAINS THE LAWSUIT, THE SETTLEMENT, AND YOUR LEGAL RIGHTS.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
HOW TO GET PAID FROM THE SETTLEMENT	<p>If you timely return the attached Claim Form or file a claim through the Settlement Website noting that you choose to receive a cash recovery, and the Court grants final approval of the Class Settlement, you will be sent a Settlement Check anticipated to be \$57.50.</p> <p>THE CLAIM FORM MUST BE RECEIVED BY THE CLASS SETTLEMENT ADMINISTRATOR NO LATER THAN _____, 2020.</p>
IF YOU DO NOTHING	<p>If the Court approves the settlement and you do nothing, you will be releasing your claims and you will not receive any money. The Full Release and Released Parties are available on the Settlement Website, [WEB ADDRESS]</p>
IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT	<p>You have the right to exclude yourself from the settlement completely (“opt out”). You can opt out by following the instructions on the Settlement website, which are also provided below. You will not receive any monetary payments from the Settlement. You will not have any right to object, but you will not be bound by the terms of this Settlement and will retain your right to file your own lawsuit. The opt out deadline is _____, 2020.</p>

If you do not exclude yourself, you may object to the settlement. You can remain in the Settlement Class but file written objections to the Settlement. The Court will consider the objections in deciding whether to approve the Settlement. Instructions for mailing an objection are on the Settlement Website. If the Settlement is approved, you will not be able to sue the Released Parties for the Released Claims as defined by the Joint Stipulation of Settlement, available on the website, such as for claims relating to an employment background check when you applied for a job with CFI Resorts Management, Inc. or its related entities.

What is this lawsuit about?

This lawsuit is pending in the United States District Court for the Middle District of Florida. Wilfred Bermudez (the “Plaintiff”), sued CFI Resorts Management, Inc. in this class action case (*Bermudez v. CFI Resorts Management, Inc.*, Case No. 6:19-cv-01847-Orl-37DCI) alleging causes of action against CFI Resorts Management, Inc. for alleged violations of the Fair Credit Reporting Act (“FCRA”). Specifically, Plaintiff alleged that CFI Resorts Management, Inc. violated 15 U.S.C. §§ 1681b(b)(2)(A)(i)-(ii) by obtaining and using consumer reports for employment purposes for Plaintiff and other class members without making a lawful disclosure. CFI Resorts Management, Inc. denies that it violated the FCRA or that its application did not provide adequate disclosure under the FCRA.

The “Settlement Class” is defined to include:

All individuals who were subject to at least one consumer report (background check) procured for employment purposes by CFI Resorts Management, Inc. between September 25, 2017 and March 6, 2020.

Who are the Attorneys representing the Class and how will they be paid?

The Court has appointed lawyers to represent the Class, but you may enter an appearance in the case through an attorney if you want. If you do so, you will have to pay for your own lawyer.

The attorneys who have been appointed by the Court to represent the Class are:

Marc R. Edelman
Morgan & Morgan, P.A.
201 N. Franklin Street, Floor 7
Tampa, FL 33602-5157
813-223-5505

Subject to the Court's approval, Class Counsel may seek its attorney's fees and litigation costs of an amount equal to one-third of the Settlement Fund (\$168,553.90) and litigation costs. CFI Resorts Management, Inc. has agreed not to oppose attorney's fees up to \$161,225.54. Class Counsel will also ask the Court to award Plaintiff a service award up to \$5,000.00.

What rights am I giving up in this settlement?

Unless you exclude yourself from this settlement, you will be considered a member of the Class, which means you give up your right to sue or file a lawsuit against CFI Resorts Management, Inc. or its related entities (as further defined as the "Released Parties" in the Stipulation of Settlement available on the class website) regarding the legal issues that were raised or could have been raised in this case. Giving up your legal claims is called a release. You will be releasing these parties from all claims relating to the procurement of a background check when you applied for a job as further defined as the "Released Claims" in the Stipulation of Settlement available on the class website.

If I chose to do so, how do I exclude myself from the settlement?

If you wish to be excluded, you must mail a written request for exclusion to the Settlement Administrator at:

[INSERT ADDRESS]

Your request for exclusion must be in writing and postmarked on or before _____, 2020. The request must state: "I do not want to be part of the Class in *Bermudez v. CFI Resorts Management, Inc.*, Case No.: 6:19-cv-01847-Orl-37DCI. The request should be signed, with your name, address, and telephone number printed below your signature. The address you use should be the address to which this notice was mailed, so that you can be properly identified. However, if you have a new address, please inform us of the new address so we can make the change in the Class List.

When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing on _____2020, at _____ a.m./p.m. The hearing will be held in the United States Federal Courthouse for the Middle District of Florida, located in Orlando, Florida. At the Fairness Hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court will hear objections to the settlement, if any. We do not know how long the Court will take to make its decision. In addition, the hearing may be continued at any time by the Court without further notice to you.

Where can I get additional information?

This notice is only a summary of the proposed settlement of this lawsuit. Certain pleadings and documents filed in Court, including the Joint Stipulation of Settlement (Settlement Agreement), may be reviewed or copied in the Clerk's Office or by visiting the website _____.