

**EXHIBIT A**

**IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION**

<b>PATRICIA WILSON, et al.,</b>	)	
	)	
<b>Plaintiffs,</b>	)	<b>CIVIL NO.: 3:04-1133</b>
	)	
<b>v.</b>	)	<b>JUDGE HAYNES</b>
	)	
<b>FAIRFIELD RESORTS, INC., et al.</b>	)	
	)	
<b>Defendants.</b>	)	
_____	)	

**IMPORTANT NOTICE OF CLASS ACTION SETTLEMENT**

TO ALL WOMEN WHO WORKED AT THE NASHVILLE, TENNESSEE FACILITY  
OF FAIRFIELD RESORTS, INC. BETWEEN MAY 8, 2002 AND JULY 12, 2005.

**I. INTRODUCTION**

**What is the Settlement About?**

If you are a woman who worked at Fairfield Resorts, Inc. (“Fairfield”) at its Nashville, Tennessee location at any time from May 8, 2002 to July 12, 2005, you may be a member of a Settlement Class resulting from a lawsuit filed against Fairfield alleging sexual harassment, gender discrimination and retaliation for opposing sexual harassment or gender discrimination, or asserting or participating (as a witness or otherwise) in a claim of sexual harassment or gender discrimination. The Named Plaintiffs and Settlement Class Counsel in that case recently negotiated a resolution with Fairfield, which denies any wrongdoing but agreed to this settlement.

- **PLEASE READ THIS NOTICE AND ITS ATTACHMENTS VERY CAREFULLY.**
- **YOU MAY BE ELIGIBLE TO RECEIVE MONEY FROM THE SETTLEMENT OF THIS CASE.**
- **YOUR LEGAL RIGHTS MAY BE AFFECTED BY THIS LAWSUIT.<sup>1</sup>**

<sup>1</sup> The fact that you have received this Notice does not by itself mean that you are a member of the Settlement Class or that you are eligible to receive any monetary payment.

- **YOU ALSO HAVE THE RIGHT TO REMOVE YOURSELF FROM (OR “OPT OUT OF”) THIS SETTLEMENT.**
- **IF YOU RECEIVED THIS NOTICE ON BEHALF OF A SETTLEMENT CLASS MEMBER WHO IS DECEASED, YOU SHOULD PROVIDE THE NOTICE TO THE AUTHORIZED LEGAL REPRESENTATIVE OF THE SETTLEMENT CLASS MEMBER.**

## **II. HISTORY OF THE CASE**

### **How Did This Case Get Started?**

On December 22, 2004, several former female employees at the Nashville facility of Fairfield Resorts filed a case alleging that they and other women were harassed and discriminated against on the basis of their sex in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e-5, *et seq.* (“Title VII). They also alleged state law tort claims of assault, battery, invasion of privacy, intentional or reckless infliction of emotional distress, negligent infliction of emotional distress, negligent and/or wanton supervision, training and retention, and retaliation. They claimed that female employees had been subjected to a hostile work environment resulting from sexual harassment in the workplace; discriminatory policies, practices, and/or procedures in promotion, advancement and compensation; differential treatment on the basis of gender; and other forms of alleged gender hostility in the workplace.

Fairfield denies all charges of wrongdoing or liability in this case. The Court has not ruled on whether or not the Settlement Class would have been certified for litigation purposes, or whether or not Fairfield’s conduct violated any laws.

Plaintiffs and Fairfield have agreed to a settlement of the lawsuit that includes both payment of money to the Settlement Class and changes to Fairfield’s HR policies, training, and complaint processing procedure. The terms of the settlement are set forth in a proposed Consent Decree and are summarized below. The Court has granted preliminary approval of the Consent Decree, but will conduct a hearing to determine whether this settlement is fair to the Settlement Class as a whole before the Consent Decree becomes final and its terms can be enforced.

## **III. DEFINITION OF THE SETTLEMENT CLASS AND EFFECT OF THE CONSENT DECREE**

### **A. Who is In the Settlement Class?**

All women employed at Fairfield’s Nashville, Tennessee facility at any time between May 8, 2002 and July 12, 2005, who have not previously executed a release of claims covering all their employment tenure with Fairfield Nashville during that time period, and who do not opt out of the Settlement Class as provided below.

**B. How Does This Settlement Affect My Rights?**

**If you are a member of this Settlement Class, the proposed Consent decree will affect you.** If you choose to remain in the Settlement Class and to file a Type I claim form, you will receive a payment based on the distribution formula below. If you choose to file a Type II claim, an arbitrator will determine whether or not you receive any money; by going through the Type II claim arbitration process, you may get more or less than you could get by filing a Type I claim, or you may get nothing at all.

As a Settlement Class Member, you will give up any rights you may have to bring an individual lawsuit against Fairfield for monetary or injunctive relief for claims of alleged sexual harassment, gender discrimination, assault, battery, invasion of privacy, intentional or reckless infliction of emotional distress, negligent infliction of emotional distress, negligent and/or wanton supervision, training and retention, and/or retaliation for opposing sexual harassment or gender discrimination, or asserting or participating (as a witness or otherwise) in a claim of sexual harassment or gender discrimination, arising out of any incidents that occurred at any time between May 8, 2002 and July 12, 2005.

You may remove yourself from the Settlement Class, if you so choose, by exercising your “opt out” rights as described below.

**C. What if the Settlement Class Member is Deceased?**

The authorized legal representative of a Settlement Class Member may seek to obtain a recovery on behalf of the Settlement Class Member, including filing a claim, as set forth in Section IV of the Consent Decree.

**IV. RIGHT TO OPT OUT OF THE PROPOSED CONSENT DECREE**

**A. Can I Get Out of This Settlement Class and How?**

Under the Consent Decree, you have the choice of deciding whether or not to remain in the lawsuit.

**B. What Happens if I Choose to Get Out of the Settlement Class?**

If you are a Settlement Class Member and you do not want to be a part of this lawsuit, you may exclude yourself from the lawsuit by filing a written “opt-out” statement with the Court, stating that you request not to be part of this Settlement Class.

If you opt out of this lawsuit:

- (1) You will have no right to receive any money under this settlement;
- (2) You will not be bound by the terms of the settlement of this lawsuit; and

- (3) If you wish, you may bring your own individual lawsuit against Fairfield, with your own attorney and at your own expense. If you do so:
- You may lose your case and receive nothing;
  - It may take several years to obtain any money or other relief, if you receive any relief at all;
  - Even if you prevail, you may obtain less money than you can obtain under this settlement
  - You may have to pay your own attorneys' fees and the costs of litigation.

### **C. What Do I Need to Do to Get Out of the Settlement Class?**

To opt out of this lawsuit, you must print your full name, social security number and sign and date the following opt-out statement **which you must write in your own handwriting**:

“I am a Settlement Class Member in the lawsuit of *Wilson, et al. v. Fairfield Resorts Inc., et al.*, Civil No: 3:04-1133. I understand that in choosing to opt out of the Settlement Class in this case, I will not be entitled to any money under the settlement. I also understand that if I file a separate lawsuit or other legal proceeding:

- I may lose my case and receive nothing;
- It may take several years to obtain any money or other relief, if I receive any relief at all;
- Even if I prevail, I may obtain less money than I can get under this settlement;
- I may have to pay my own attorneys' fees and the costs of litigation;
- I also understand that, if the Court approves the settlement, Settlement Class Members who do not opt-out and who file timely Claims Forms may be eligible to receive a monetary payment under the settlement. I still choose to opt out and to be excluded from the settlement.”

After hand-writing this statement, you must sign and date it, and mail (or hand-deliver it) to the Clerk, United States District Court, 801 Broadway, Nashville, TN 37203, and to the Claims Administrator, P.O. Box 1109, Tallahassee, FL 32302-1109. **The Court and the Claims Administrator must receive the statement by September 16, 2005.**

## **V. SETTLEMENT CLASS REPRESENTATIVES, SETTLEMENT CLASS COUNSEL, AND CLAIMS ADMINISTRATOR**

### **A. Who Are the Settlement Class Representatives?**

The following persons are the Settlement Class Representatives: Patricia Wilson, Renita Chadwell, Teresa Faw, and Tamara Pacwa.

**B. Who Are the Attorneys Representing the Settlement Class?**

The following lawyer and law firm are designated as lead counsel for the Settlement Class:

David W. Sanford  
SANFORD, WITTELS & HEISLER, LLP  
2121 K Street, N.W.  
Suite 700  
Washington, D.C. 20037

**C. Who Is Responsible for Distributing Money and Administering the Settlement?**

The Claims Administrator will assist in the distribution of this Notice, the handling of claims and the administration and distribution of money payable under the Consent Decree.

**VI. SUMMARY OF THE PROPOSED SETTLEMENT**

**A. What Are the Terms of the Settlement?**

The Settlement Class Representatives, Fairfield and attorneys for the Settlement Class have agreed upon a proposed Consent Decree under which this case will be resolved without a trial. The Court has preliminarily approved the Consent Decree. The Consent Decree includes three categories of relief which are summarized below. For further details about the terms of the settlement, the entire Consent Decree can be found on-line at [www.nydclaw.com](http://www.nydclaw.com), or you may contact Settlement Class Counsel toll-free at (877) 806-6501.

**B. Changes In Personnel Procedures And Practices**

- Fairfield will reaffirm its commitment to equal employment opportunities for female employees and applicants for employment. This undertaking includes: (1) a commitment to ensure that female employees have an equal opportunity to compete for promotions within Fairfield's sales organization, based on their comparative qualifications for available positions; (2) a pledge to take enhanced steps to provide a workplace that is free of sexual harassment; and (3) a firm prohibition of retaliation by individuals at any level of management against any employee who complains of either sexual harassment or discrimination on the basis of gender, or who files an internal or external complaint regarding such concerns.
- Fairfield will re-emphasize to all employees the avenues by which an employee may lodge any harassment or discrimination complaints, including the availability of the Company's Employee Relations Hotline "800" number, as well as its Integrity Line

“800” number. Fairfield also will publicize in each of its work locations the specific identity of the individual(s) to whom any complaints of harassment, discrimination or retaliation can be made.

- Fairfield will revise its annual sexual harassment training in each of its locations to better explain the meaning of its Statement of Zero-Tolerance Policy.
- Fairfield will enhance the training of its officials charged with investigating complaints of alleged sexual harassment and/or gender discrimination.
- Fairfield will modify its complaint processing system so that once an investigator completes his/her investigation, he/she shall issue a final report that includes a specific recommendation regarding the corrective action, if any, that should be imposed on the alleged harasser/discriminator.
- Once corrective action has been taken, the complaining party will be informed of the type of corrective action if the complaining party agrees to maintain the confidentiality of that information.
- Fairfield will impose substantial discipline, up to and including demotion, suspension without pay, or termination, as permitted by law, upon any supervisor or manager who engages in gender discrimination, sexual harassment or retaliation for complaining about gender discrimination or sexual harassment, or who knowingly permits any such conduct to occur in his or her work area or among employees under his or her supervision.

## **C. MONETARY PAYMENTS**

### **What Money Is Available to the Settlement Class and How Do I Get Money Under the Settlement?**

- To be considered for a monetary award, Settlement Class Members must file either a Type I (non-arbitration) or a Type II (arbitration) claim. Settlement Class Members who choose to file a claim are not permitted to file both a Type I and a Type II claim; they must choose one or the other.
- Any Settlement Class Member filing a claim of either type must at the time of filing a claim execute a *sworn claim form* asserting that she has been the victim of (a) sexual harassment, (b) gender discrimination as to one or more terms and conditions of employment, such as pay, promotion or discharge, (c) retaliation for opposing sexual harassment or gender discrimination, or asserting or participating (as a witness or otherwise) in a claim of sexual harassment or gender discrimination, and/or (d) one or more of the Tennessee common-law claims asserted in the *Wilson* Amended Complaint.
- Before receiving any money through a Type I claim, or going through the arbitration process pursuant to a Type II claim, each Settlement Class Member will be required to sign a Release of Claims regarding all the issues raised in This Case.

- A copy of the Type I and Type II Claim Forms will be sent out after the settlement has been finally approved. **The Claim Forms will state the deadline by which all claims must be returned; if you wish to receive a Type I monetary award, or to go through the Type II arbitration process, you must comply with this deadline.** The Claim Forms are attached to the Consent Decree as Exhibits B and C.

### Type I Claims

- The Type I monetary award is a set amount of money, according to a sliding scale based upon (1) what type of job the Settlement Class Member worked in at Fairfield, (2) the Settlement Class Member's length of employment during the period from May 8, 2002, to July 12, 2005, (3) whether the Settlement Class Member filed an internal or external complaint of sexual harassment, gender discrimination or retaliation for opposing sexual harassment or gender discrimination, or asserting or participating (as a witness or otherwise) in a claim of sexual harassment or gender discrimination, and (4) whether the Settlement Class Member can establish that she consulted a licensed psychiatrist, psychologist, psychotherapist or physician with respect to such issues.
- Once the Settlement Class Member executes the Type I Claim form described above she will have no further proof requirement, except with respect to submitting a statement and supporting documents from a licensed psychiatrist, psychologist, psychotherapist or physician if applicable, as described above. The monetary recovery for a Type I Claim will be established pursuant to the schedules described below.
  - For each Settlement Class Member who files a Type I claim, it will be determined whether, since May 8, 2002, she was employed at Fairfield Nashville in one or more of the "Category A" positions identified below, which Fairfield and Settlement Class Counsel have agreed were, as a general matter, more directly subject to the conduct and employment practices addressed in the allegations contained in This Case. If the Settlement Class Member was so employed, she shall be deemed a "Category A Settlement Class Member." The "Category A" Positions are: Sales Associate; Senior Sales Associate; Sales Manager; Verification Loan Officer (1 or 2); Discovery Associate; Receptionist; Front Desk Clerk; Administrative Marketing Manager; Administrative Support Coordinator; Child Care Attendant; Resort Administration Coordinator; In-House Coordinator; Marketing Manager; Personnel Administrator Site; Administrative Assistant; Administrative Assistant (Sales Site); Customer Relations Specialist; Member Services Coordinator; Senior Member Services Coordinator; Welcome Center Agent; Administration Director; Contract Processor; Quality Assurance Representative; Quality Assurance Agent; Reception Manager; Reception Supervisor; Recruiter; and Director of Sales Training and Recruiting.
  - Each Settlement Class Member who files a Type I claim who it is determined was not employed at Fairfield Nashville in one or more of the "Category A" positions

identified above between May 8, 2002 and July 12, 2005, will be deemed a “Category B Settlement Class Member.”

- Settlement Class Counsel will apply to the Court for a fee award of 28% of the amount recovered on behalf of the Settlement Class. If that application is approved by the Court, the following schedule describes the Type I settlement amounts, after the deduction of those attorneys’ fees.

**Type I Recovery Schedule for Category A Settlement Class Members**

<u>Employment Days During Class Period</u>	<u>Recovery</u>
1-90	\$1,440.00
91-365	\$4,320.00
366-730	\$6,480.00
731 +	\$8,640.00

**Type I Recovery Schedule for Category B Settlement Class Members**

<u>Employment Days During Class Period</u>	<u>Recovery</u>
1-90	\$ 720.00
91-365	\$2,160.00
366-730	\$3,240.00
731 +	\$4,320.00

- A Settlement Class Member who files a timely Type I claim and who (a) is listed on the Fairfield Corporate Human Resources Complaint Log as having asserted during the Settlement Class Period an internal complaint of gender discrimination, sexual harassment, or retaliation for having brought a claim of gender discrimination or sexual harassment, or (b) during the Settlement Class Period filed a Charge of Discrimination with the Equal Employment Opportunity Commission and/or the Tennessee Human Rights Commission, shall in addition to the foregoing schedule have their Type I recovery increased by \$3,600.00, after the deduction of the fee award (if approved by the Court).
- Settlement Class Members filing a Type I claim shall have their total Type I recovery amount doubled if they submit along with their claim form a valid signed statement from a licensed psychiatrist, psychologist, psychotherapist or physician attesting that he/she (i) provided treatment to the Settlement Class Member between May 8, 2002 and April 30, 2005 for emotional distress, pain and suffering and/or psychological disturbance occurring during or after the individual’s employment with Fairfield Nashville (but such treatment must have occurred not later than 90 days following the termination of the Settlement Class Member’s employment at Fairfield Nashville), and (ii) determined at the time of



the treatment that the Settlement Class Member's need for such treatment was caused by alleged sexual harassment, gender discrimination and/or retaliation for opposing sexual harassment or gender discrimination, or asserting or participating (as a witness or otherwise) in a claim of sexual harassment or gender discrimination at Fairfield Nashville. This statement must be accompanied by a copy of contemporaneous medical records and/or treatment notes substantiating such treatment; such copies shall be submitted under seal and reviewed only by the Claims Administrator and counsel for Fairfield Resorts and for the Settlement Class.

### **Type II Claims**

- As noted above, the Type II claims will be submitted to an individual-by-individual arbitration before a neutral Special Master. The Type II claim form, unlike the Type I claim form, shall require submission of detailed information from the Settlement Class Member regarding the specific circumstances of the alleged harassment, discrimination, retaliation and/or common-law claim.
- After executing the Type II sworn claim form, Settlement Class Members who choose to file a Type II claim shall have an expedited arbitration before the Special Master. Except as modified by the provisions of the Consent Decree, each arbitration shall be governed by Title VII standards, and shall be administered pursuant to American Arbitration Association procedures applicable to employment cases.
- The parties shall conduct an expedited informal discovery process lasting no longer than 45 days, providing adequate information to each side to permit an informed arbitration of the Settlement Class Member's claims. Each party shall be allowed to serve no more than ten interrogatories, ten document requests, and ten requests for admission on the opposing party. Each party shall be allowed to take the depositions of two witnesses. No deposition shall last longer than four hours, except with special permission from the Arbitrator.
- Absent agreement to the contrary, each expedited arbitration proceeding will be held in Nashville, TN. Each arbitration will be concluded in one day. The Type II claimant and Fairfield each will be entitled to an opening statement of not more than 30 minutes, closing argument of not more than 30 minutes, plus no more than 3 hours per side (running time) of witness testimony.
- If the Special Master determines that the Type II claimant was not subjected to sexual harassment, gender discrimination or retaliation for opposing sexual harassment or gender discrimination, or asserting or participating (as a witness or otherwise) in a claim of sexual harassment or gender discrimination by Fairfield Resorts during the Settlement Class Period, **then the Type II claimant shall receive no recovery.**
- If the Special Master determines that the Type II claimant was subjected to sexual harassment, gender discrimination and/or retaliation for opposing sexual harassment or

gender discrimination, or asserting or participating (as a witness or otherwise) in a claim of sexual harassment or gender discrimination by Fairfield Resorts during the Settlement Class Period, but the Type II claimant fails to establish economic and/or physical, emotional or psychological harm caused by such improper treatment by Fairfield Resorts, valued at an amount greater than the Individual's Type I claim amount, or failed to promptly report her claim of alleged sexual harassment to an appropriate managerial individual at Fairfield, **then the Type II claimant shall receive one-half (1/2) of the Individual's Type I Claim Amount.**

- If the Special Master determines that the Type II claimant was subjected to sexual harassment, gender discrimination and/or retaliation for opposing sexual harassment or gender discrimination, or asserting or participating (as a witness or otherwise) in a claim of sexual harassment or gender discrimination by Fairfield Resorts during the Settlement Class Period, and the Type II claimant establishes economic and/or physical, emotional or physical harm caused by said improper treatment by Fairfield Resorts, valued at an amount greater than the Individual's Type I Claim Amount, but fails to establish that the conduct in question meets the standard set forth in the following bullet paragraph, **then the Type II claimant shall receive twice the Individual's Type I Claim Amount.**
- If the Special Master determines that the Type II claimant was subjected to sexual harassment, gender discrimination or retaliation for opposing sexual harassment or gender discrimination, or asserting or participating (as a witness or otherwise) in a claim of sexual harassment or gender discrimination during the Settlement Class Period
  - (a) through conduct by a Fairfield Nashville supervisor that **was particularly reprehensible**, or
  - (b) through workplace conduct by a Fairfield Nashville coworker that was **conspicuous and particularly reprehensible**,

**then the Special Master may award any amount of damages as is warranted by the economic and/or physical, emotional or psychological harm suffered by the Settlement Class Member.** No punitive damages will be awarded.

- Any Type II arbitration award amount will be subject to the same percentage deduction for attorney's fees as applies to the Type I awards, assuming Settlement Class Counsel's fee application is approved by the Court.

## **VII. ADDITIONAL INFORMATION**

**What Opportunity Will I Have to Give My Opinion About the Settlement?  
What is the Fairness Hearing?**

There will be a hearing to assist the Court in determining whether the terms of the Consent Decree are fair to the Settlement Class as a whole and whether the Consent Decree should be approved by the Court. This hearing is called a “Fairness Hearing,” and will be held at the United States District Courthouse, 801 Broadway, Nashville, TN 37203, in the Courtroom of U.S. District Judge William J. Haynes, on October 28, 2005, at 1:30 p.m.

**Any Settlement Class Member who wishes to object to the terms of this Decree or its implementation with respect to her shall be required to submit a written statement of any objections to the Court, with copies to lead counsel for both parties. The Court and lead counsel for both parties must receive the written statement by September 16, 2005.**

(Addresses for lead counsel are found below). The statement must contain the individual’s name, address, and telephone number, along with a statement of his or her objection(s) to the Decree and the reason(s) for any objection(s), and whether she wishes to speak at the Fairness Hearing.

Any attorney retained by an individual Settlement Class Member (at her own expense) to submit objections and/or appear at the Fairness Hearing on her behalf must identify him/herself in writing to the Court, submit in writing any objections, and if applicable, indicate his or her desire to speak at the Fairness Hearing, with copies to counsel for both parties. The Court and counsel for both parties must receive this information by September 16, 2005. Objections raised at the Fairness Hearing shall be limited to those matters addressed in timely written objections.

The attorneys for the parties may take the deposition of any objectors prior to the Fairness Hearing.

**A. Where and How do I Get More Information About the Settlement?**

If you have any questions or need additional information about the proposed Consent Decree and this Notice, you may seek assistance in the following ways:

If you have procedural questions about how to file a claim, you may call the Claims Administrator, toll free at (866) 854-4173. You may also call Settlement Class Counsel, at the toll free number (877) 806-6501, and your inquiries will be addressed as soon as possible. Because you are represented by Settlement Class Counsel in this matter, Fairfield management cannot answer any questions you may have about whether or not to participate in the settlement, so you should not direct any such questions to them.

Lead Settlement Class Counsel is:

David W. Sanford, SANFORD, WITTELS & HEISLER LLP, 2121 K Street, N.W.,  
Washington D.C. 20037.

Lead Counsel for Fairfield is:

C. Geoffrey Weirich, PAUL, HASTINGS, JANOFSKY & WALKER LLP, 600  
Peachtree Street, N.E., Suite 2400, Atlanta, GA 30308.

**B. Where and How Can I get a Full Copy of the Settlement?**

This Notice contains only a summary of the proposed Consent Decree. The full terms of the settlement are set forth in detail in the Consent Decree and exhibits, which may be examined on-line at [www.nydclaw.com](http://www.nydclaw.com). Settlement Class Members without access to the internet may be able to review these documents on-line at locations such as the public library. In addition Settlement Class Members may contact Settlement Class Counsel at (877) 806-6501 for assistance in obtaining a copy of these documents.

**VIII. ADDRESS CHANGES**

**How and What Do I Do to Make Sure that The  
Claims Administrator Has My Correct Address?**

If you file a Claim Form in this case and later change your address or telephone number, you must notify the Claims Administrator of your new address or telephone number as soon as possible. Failure to keep the Claims Administrator informed of your address and telephone number may result in the loss of any monetary award you might be eligible to receive. Please send new contact information to the Claims Administrator at the address listed below and include your old address, new address, new telephone number, date of birth and Social Security number.

Claims Administrator  
P.O. Box 1109  
Tallahassee, FL 32302-1109.

**PLEASE DO NOT CONTACT THE COURT,  
THE CLERK OF THE COURT OR THE JUDGE.**

Dated \_\_\_\_\_, \_\_\_\_\_

BY ORDER OF THE UNITED STATES  
DISTRICT COURT FOR THE MIDDLE  
DISTRICT OF TENNESSEE

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Honorable William J. Haynes  
United States District Judge