

NOTICE OF CLASS-ACTION SETTLEMENT AND FAIRNESS HEARING

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

YOU MAY BE ELIGIBLE TO RECEIVE A CASH PAYMENT, VACATION BENEFITS AND/OR THE RIGHT TO GIVE UP YOUR TIMESHARE INTEREST AND BE RELIEVED OF FUTURE OBLIGATIONS RELATED TO THAT TIMESHARE INTEREST, IF ALL OF THE FOLLOWING ARE PRESENT:

- 1. YOU ARE AN OWNER OF A VACATION OWNERSHIP INTEREST AT FESTIVA ORLANDO RESORT, F/K/A CELEBRATION WORLD RESORT (OR A FORMER OWNER AT FESTIVA ORLANDO RESORT, F/K/A CELEBRATION WORLD RESORT AND CURRENT MEMBER OF THE FESTIVA ADVENTURE CLUB);**
- 2. YOU ENROLLED IN THE RCI POINTS EXCHANGE PROGRAM; AND**
- 3. IN 2013, YOU HAD YOUR RCI POINTS ALLOCATION ASSOCIATED WITH YOUR VACATION OWNERSHIP INTEREST AT THE FESTIVA ORLANDO RESORT REDUCED BY AT LEAST 25,000 RCI POINTS.**

*A court authorized this notice. You are not being sued.
This is not a solicitation from a lawyer.*

The proposed Settlement resolves the class action claims brought against Zealandia Holding Company, Inc., f/k/a Festiva Hospitality Group, Inc. (referred to as "ZHC"), B.L. Vacation Ownership, Inc. (referred to as "B.L."), Patton Hospitality Management, Inc. (referred to as "PHM"), Festiva Orlando Resort Homeowners Association, Inc., f/k/a Celebration World Resort Owners Association, Inc. (referred to as the "Association"), and RCI, LLC (referred to as "RCI") regarding the reduction of the allocation of RCI Points associated with Vacation Ownership Interests (referred to as "VOI") for certain owners at the Festiva Orlando Resort, f/k/a Celebration World Resort (referred to as the "Resort"). ZHC, PHM and the Association will be collectively referred to as the "Resort Defendants," and the Resort Defendants, B.L., and RCI will be collectively referred to as the "Settling Defendants."

The Court presiding over this case has preliminarily approved the Settlement but still has to decide whether to finally approve the Settlement. The Settling Defendants deny that they did anything wrong. The Court did not decide that the Settling Defendants did anything illegal or wrong. The Settlement does not mean that the Settling Defendants did anything illegal or wrong. The Settlement avoids the cost and burden of continuing the case.

Your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
SUBMIT THE CLAIM FORM	The only way to receive your cash payment, RCI Bonus Week(s), or elect to receive your vacation weeks from the Resort Defendants or convey your timeshare interest.
ASK TO BE EXCLUDED	Get no class benefits. Keep the rights to sue the Settling Defendants on your own for claims arising out of the allocation and reduction of RCI Points associated with your VOI at the Resort. This is the only option that allows you to ever be part of any other lawsuit against the Settling Defendants about the legal claims relating to the allocation and reduction of RCI Points associated with your VOI at the Resort.
COMMENT OR OBJECT	Tell the Court why you like or dislike the settlement. You must remain a member of the lawsuit (you cannot ask to be excluded) to object to the Settlement.
DO NOTHING	Receive no class benefits and waive your rights to ever be part of any other lawsuit about the legal claims against the Settling Defendants relating to the allocation and reduction of RCI Points associated with your VOI at the Resort in 2013.

IMPORTANT DATES AND DEADLINES

DATE OF PRELIMINARY APPROVAL	January 27, 2016
SUBMIT A CLAIM FORM	May 30, 2016
REQUEST EXCLUSION	May 30, 2016
FILE AN OBJECTION	May 30, 2016
FINAL APPROVAL/ FAIRNESS HEARING	July 7, 2016

These rights and options - and **the deadlines to exercise them** - are explained in this Notice. The Court has to still decide whether to approve the Settlement. The class benefits will be made available to you only if the Court finally approves the Settlement and after appeals, if any, are resolved. Please be patient.

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BASIC INFORMATION

1. Why was I notified about this settlement?

You purchased a VOI at the Resort from Celebration World Resort Marketing, Ltd. (referred to as “Celebration”) or one of its affiliates, enrolled in the RCI Points Exchange Program and, in 2013, the number of RCI Points allocated to the RCI Points account associated with your VOI was reduced by at least 25,000 RCI Points. If this description applies to you, you have a right to know about your options with respect to a proposed settlement of the claims relating to the reduction of your RCI Points allocation in this class-action lawsuit (referred to as the “Settlement”) before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections or appeals are resolved, the Claims Administrator will make payments and distribute the class benefits on valid claims.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, your options for choosing certain types of benefits, who is eligible for the benefits, and how to receive the benefits.

2. What is this lawsuit about?

Plaintiffs David Reeves, Billie Reeves, Anastasios Plevrakis, Allison Plevrakis, Amphon Johnson and Alfreino Johnson, individually and as proposed class representatives, filed a lawsuit against RCI, ZHC, the Association, B.L., PHM and Celebration. Plaintiffs’ claims arise out of their purchase of VOI at the Resort from Celebration and their enrollment in the RCI Points Exchange Program. After an affiliate of ZHC acquired the “developer’s rights” for the Resort and PHM undertook management of the Resort, the RCI Points associated with Plaintiffs’ VOI that were allocated to their RCI Points accounts were reduced. Although Plaintiffs and many members of the class acquired their VOI through an “upgrade” transaction (where they traded in a previously acquired VOI in exchange for a new VOI), the class claims focus solely on the transaction where Settlement Class Members acquired a VOI from Celebration, and the subsequent reduction of the RCI Points associated with the VOI that were allocated to the their RCI Points account, regardless of whether there was an “upgraded” transaction.

The Settling Defendants deny that they did anything wrong. Celebration has not responded to either the Complaint or the Amended Complaint and is not part of this Settlement.

3. Why is this Action a class action?

In a class action, one or more people called class representatives sue on behalf of people who have similar claims. All of these people who have similar claims are referred to collectively as a “Class” or individually as “Settlement Class Members.” One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement. U.S. District Court Judge John Antoon II and U.S. Magistrate Judge Thomas B. Smith of the Middle District of Florida are in charge of this class action. The case is known as *Reeves, et. al. v. Zealandia Holding Company, Inc., f/k/a Festiva Hospitality Group, Inc., et. al.* Case No. 6:13-cv-00597-28TBS.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or the Settling Defendants. Instead, Plaintiffs and the Settling Defendants agreed to a settlement. That way, they avoid the time, costs, and risks of further litigation and trial. Plaintiffs and their attorneys believe the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT

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

You are included in the Settlement as a Class Member if you:

1. Are an owner of a VOI at the Resort (or a former owner at the Resort and current member of the Festiva Adventure Club);
2. Enrolled in the RCI Points Exchange Program; and
3. In 2013, had your RCI Points allocation associated with your VOI at the Resort reduced by at least 25,000 RCI Points.

THE SETTLEMENT BENEFITS - WHAT YOU RECEIVE

6. What does the Settlement provide?

There are three (3) categories of benefits, as described further below. Each category of benefit is independent of the other categories.

Cash: B.L. will establish a common fund of \$10,000 to be distributed proportionately to each Settlement Class Member who submits a Claim Form. If you elect to be part of the Settlement, you will receive an equal portion of the common fund as all other Settlement Class Members that elect to become part of the Settlement.

RCI Bonus Weeks: RCI will provide Settlement Class Members who complete and timely return a valid Claim Form with one or more RCI Bonus Week(s), depending on the amount of the reduction of RCI Points allocated to each Settlement Class Member's RCI Points account in 2013. RCI Bonus Weeks are a travel credit to use seven (7) consecutive nights of certain inventory available through RCI. Please refer to Question 13 below for more information about the inventory that will be available to eligible Settlement Class Members who use RCI Bonus Weeks.

Settlement Class Members that own a VOI or traded a VOI for a membership in the Festiva Adventure Club and enrolled in the RCI Points Exchange Program in connection with their purchase of VOI (referred to as "Account Holders") will receive between one (1) and three (3) RCI Bonus Weeks based on the following breakdown:

- i. Account Holders who had their RCI Points adjusted downwards by more than 200,000 RCI Points in 2013 shall be entitled to three (3) RCI Bonus Weeks that may be used within three (3) years and sixty (60) days from the date that the Court has formally and finally approved the Settlement and the time for any appeals has expired (referred to as the "Effective Date").
- ii. Account Holders who had their RCI Points adjusted downwards by between 100,000 and 200,000 RCI Points in 2013 shall be entitled to two (2) RCI Bonus Weeks that may be used within two (2) years and sixty (60) days of the Effective Date.
- iii. Account Holders who had their RCI Points adjusted downwards by between 25,000 and 99,999 RCI Points in 2013 shall be entitled to one (1) RCI Bonus Week that may be used within one (1) year and sixty (60) days of the Effective Date.

An Account Holder can be comprised of more than one Settlement Class Member if he/she jointly owned their VOI and enrolled in the RCI Points Exchange Program. In that instance, the Account Holder will only be entitled to one benefit from RCI.

The use of any RCI Bonus Weeks will be subject to the current Terms and Conditions of RCI Points Subscribing Membership (the "RCI Terms and Conditions"), which can be found on RCI's website at: <http://www.rci.com>. RCI Bonus Weeks cannot be used after the expiration of the specified time periods.

Vacation Benefits Option or Deed Back Option: You can choose either of the following two (2) options, but not both. Your election to choose either of the two (2) below options does not affect the Cash or RCI Bonus Weeks benefits mentioned above. If you are or become ineligible for either of the two (2) below options, you may still be eligible to partake in the Settlement and receive the Cash and RCI Bonus Weeks mentioned above if you submit a Claim Form.

a. *The Deedback Option.*

If you have not exchanged your VOI for membership into the Festiva Adventure Club, you may elect to convey your VOI to ZHC or one of its affiliates by selecting the “Deedback Option” on the Claim Form. After the effective date of the deed conveying your VOI, you will no longer own your VOI, and will not be able to use the VOI to reserve vacations at the Resort or within the RCI Network. Within sixty (60) days of the Effective Date, the Resort Defendants will mail you a deed with instructions on how to execute and return it. The effective date of the conveyance will be no earlier than December 26, 2015, meaning you have all rights and obligations associated with your VOI until then.

To be eligible for the Deedback Option, you must have satisfied any amounts owed under the terms of any promissory notes in connection with the purchase of your VOI. You must also become current on all maintenance fees that have been assessed by the Association (referred to as “Maintenance Fees”) up to and through the Association’s 2015 budget process. You are not required to pay Maintenance Fees assessed for the Associations 2016 budget or budgets for subsequent years, unless otherwise provided for in this paragraph. However, if you have already paid your 2016 Maintenance Fees, those Maintenance Fees will not be refunded, but you will be eligible to use your VOI for 2016, and the effective date of your deed will be no earlier than December 26, 2016. You are not eligible for the Deedback Option if you owe any amount on a promissory note, even if your note payments are not delinquent; however, you will have a right to cure any deficiencies in Maintenance Fees or promissory note payments without any penalties as explained in Questions 9 and 10 below. If you make reservations utilizing your VOI (either at the Resort or with RCI using RCI Points) during 2016 or any future year(s), you will also have to pay the Maintenance Fees for any year(s) for which you use your VOI.

If you elect the Deedback Option, you will no longer be responsible for paying future Maintenance Fees (with the exception of Maintenance Fees for any future year(s) for which you have used your VOI), and you will have no further rights or obligations owed to the Resort Defendants pertaining to your VOI (except for those provided in this Settlement).

b. *The Vacation Benefit Option.*

If you fill out and return a Claim Form and do not specify that you are electing the Deedback Option, you will automatically receive the Vacation Benefit Option. Under the Vacation Benefit Option, you will receive one or more Certificates, and each Certificate will allow you to book one (1) week (7 consecutive nights) at any PHM-managed resort through a website owned and managed by PHM (currently www.vacationcondos.com).

Under the Vacation Benefit Option, the number of Certificates that you will receive depends on the amount that your RCI Points allocation was reduced:

- i. Account Holders who had their RCI Points Account adjusted downward by 25,000-99,999 RCI Points will receive one Certificate, which will entitle them to book one, one-week vacation in their assigned Use Year;
- ii. Account Holders who had their RCI Points Account adjusted downward by 100,000 – 199,999 RCI Points will receive two Certificates, which will entitle them to book two, one-week vacations in their assigned Use Years;
- iii. Account Holders who had their RCI Points Account adjusted downward by 200,000-299,999 RCI Points will receive three Certificates, which will entitle them to book three, one-week vacations in your assigned Use Years;
- iv. Account Holders who had their RCI Points Account adjusted downward by 300,000 – 399,999 RCI Points will receive four Certificates, which will entitle them to book four, one-week vacations in their assigned Use Years;
- v. Account Holders who had their RCI Points Account adjusted downward by 400,000-499,999 RCI Points will receive five Certificates, which will entitle them to book five, one-week vacations in their assigned Use Years;
- vi. Account Holders who had their RCI Points Account adjusted downward by 500,000-599,999 RCI Points will receive six Certificates, which will entitle them to book six, one-week vacations in their assigned Use Years; and
- vii. Account Holders who had their RCI Points Account adjusted downward by 600,000-699,999 RCI Points will receive seven Certificates, which will entitle them to seven, one-week vacations in their assigned Use Years.

An Account Holder can be comprised of more than one Settlement Class Member if such Settlement Class Member jointly owned their VOI and enrolled in the RCI Points Exchange Program. In that instance, the Account Holder shall only be entitled to one benefit from the Resort Defendants.

Subject to the right to cure described in Questions 9 and 10 below, eligibility for the Vacation Benefit Option requires that you become and remain current on any promissory note payments (if any), Maintenance Fees, and Festiva Adventure Club payments (if any) through the use of your Certificates.

7. How do I determine my proposed treatment under the Settlement?

There is an addendum (the “Addendum”) attached to this Notice that sets forth the amount that the RCI Points allocation associated with your VOI at the Resort was reduced in 2013. This number is based on the books and records of the Association. The Addendum also identifies the number of Certificates you are entitled to receive from the Resort Defendants (if you do not elect the Deedback Option) and the number of RCI Weeks you are entitled to receive from RCI.

8. What should I do if I don’t agree with my proposed treatment under the Settlement?

If you believe the Association’s books and records are incorrect, and that your RCI Points were adjusted downwards by more than the amount identified on the Addendum, you should attach all documents that reflect your claim to the Claim Form (discussed in Question 17 below). The Settling Defendants will review the documents you submit, and work with Class Counsel to attempt to resolve the dispute. If Class Counsel and the Settling Defendants are unable to agree regarding your proper treatment under the Settlement, the matter will be submitted to the Court to decide.

If you disagree with your proposed treatment for some other reason, you have the right to exclude yourself from the Settlement (discussed in Questions 21- 23 below) or object to the Settlement (discussed in Question 26 below).

9. Do I have to stay current on my Maintenance Fees and is there a forgiveness period for any delinquent Maintenance Fees?

If you choose the Deedback Option, you must be current on your Maintenance Fees that have been previously assessed by the Association up to and through 2015. If you have made reservations utilizing RCI Points for 2016 or any future year(s), you will also have to pay the Maintenance Fee for any year(s) for which you have used RCI Points, such as any RCI Points borrowed from 2016 or any future year(s) or otherwise deposited into your account for 2016 or any future year(s). If you are not current on your Maintenance Fees or you have used RCI Points for 2016 or any future year(s), you have sixty (60) days from the date of Preliminary Approval to pay your past due Maintenance Fees and any Maintenance Fees associated with 2016 or any future year(s) for which you have used RCI Points. You will **not be responsible** for paying any late fees, interest, or collection costs associated with any delinquent maintenance fees.

If you choose the Vacation Benefit Option, you must be current on your Maintenance Fees owed to the Association as of the date of Preliminary Approval identified above. If you are not current on your Maintenance Fees, you have sixty (60) days from the date of Preliminary Approval to pay your past due Maintenance Fees; you will **not be responsible** for paying any late fees, interest, or collection costs associated with any delinquent Maintenance Fees. You must remain current on all Maintenance Fees through the date you use all of your Certificate(s). If you become delinquent on your Maintenance Fees in the future, ZHC or one of its affiliates will provide you a notice of your delinquency and your right to receive and use Certificate(s) in the future will automatically terminate unless you cure the delinquency within thirty (30) days from the date of the notice.

Payment of Maintenance Fees does not affect your eligibility for your cash payment or RCI Bonus Weeks.

10. Do I have to stay current on my promissory note payments and is there a forgiveness period for any delinquent promissory note payments?

If you choose the Deedback Option, you must satisfy any outstanding promissory note obligations within 90 (ninety) days from Preliminary Approval; you will **not be responsible** for paying any collection costs associated with any delinquent note payments. **TO SATISFY YOUR OUTSTANDING PROMISSORY NOTE, YOU MUST PAY THE FULL AMOUNT DUE AND OWING ON THE NOTE, NOT JUST ANY DELINQUENT PAYMENTS.**

If you choose the Vacation Benefit Option, you must be current on your promissory note payments as of the date of Preliminary Approval identified above. If you are not current on your promissory note payments, you have sixty (60) days from the date of Preliminary Approval to pay delinquent promissory note payments; you will **not be**

responsible for collection costs associated with any delinquent promissory note payments. You must remain current on all promissory note payments through the date you use your Certificate(s). If you become delinquent on promissory note payments in the future, ZHC or one of its affiliates will provide you a notice of your delinquency and your right to receive and use Certificate(s) in the future will automatically terminate unless you cure the delinquency within thirty (30) days from the date of the notice.

Making promissory note payments does not affect your eligibility for your cash payment or RCI Bonus Weeks.

11. How will electing the Deedback Option affect my RCI Account?

RCI Points associated with your VOI will **not** be added to your RCI Points account on or after the Effective Date. If you have used or plan to use any portion of the RCI Points associated with your VOI that have been allocated to your RCI Points account on or before the Effective Date, you **must** pay the Maintenance Fees to the Association associated with the VOI for usage of those RCI Points. Any unused RCI Points associated with your VOI for which you have not paid Maintenance Fees to the Association **will be removed from your RCI Points account on or after the Effective Date**. If you are still a member of RCI, the RCI Terms and Conditions will continue to govern your membership.

12. What if I don't use my weeks?

If you do not use your Certificate(s) or RCI Bonus Week(s) within their respective assigned Use Years or allocated timeframes, your right to use the week(s) will expire and you will not receive any additional benefit.

13. What weeks are available?

The Settling Defendants do not guarantee the availability of any particular resort or any particular week. **For Certificate(s)**, all vacation weeks at PHM-managed resorts available through www.vacationcondos.com or a similar website managed by PHM will be eligible. **For RCI Bonus Weeks**, the available inventory consists of Vacation Time that is used in the RCI Network as a 7-day stay (as opposed to some number of individual nights) and that is available for exchange within ninety (90) days of the start-date, but it does not include inventory at an Affiliated Resort that does not allow reservations by individuals who are not members of RCI. Please refer to the RCI Terms and Conditions, available at www.rci.com, for the meaning of the terms "Vacation Time," "Network" and "Affiliated Resort."

14. Can I transfer or assign my weeks?

You can transfer or assign your Certificates at no cost or fee. You can transfer an RCI Bonus Week to a current member of RCI subject to the payment of applicable exchange and/or transfer fees and charges. You can also assign an exchange that is confirmed with RCI using an RCI Bonus Week subject to the payment of applicable guest certificate fees and/or charges. Any transfer of an RCI Bonus Week or assignment of a confirmed exchange will not affect the expiration date of the RCI Bonus Week(s).

15. Are there any fees associated with booking my weeks?

You will not be charged any fee to reserve any vacation weeks using Certificates. The use of any RCI Bonus Weeks shall be subject to the RCI Terms and Conditions, except that you will not have to pay a "transaction fee," as set forth in the current Disclosure Guide to the RCI Points Exchange Program (referred to as the "[Disclosure Guide](#)") under the section titled "SUBSCRIBING MEMBERSHIP AND TRANSACTION FEES." The Disclosure Guide is available on RCI's website, www.rci.com.

16. What if I am a member of the Festiva Adventure Club?

If you exchanged your VOI for membership into the Festiva Adventure Club, you can still participate in this Settlement. However, you cannot choose the Deedback Option. Also, you must remain current on all payments associated with your membership in the Festiva Adventure Club through the dates you use your Certificates.

HOW YOU GET BENEFITS - SUBMITTING A CLAIM FORM

17. How do I let the Settling Defendants know that I want to receive benefits?

In order to receive benefits, you must properly complete and return a valid Claim Form. You must submit a written Claim Form to the Claims Administrator, A.B. Data, Ltd. (“A.B. Data”), at *Reeves v. Zealandia Holding Company, Inc.*, Claims Administrator, c/o A.B. Data, Ltd., PO Box 170500, Milwaukee, WI 53217-8091. Please direct questions regarding the Claim Form to the Claims Administrator at 1-888-206-2123. **All Claim Forms must be submitted by May 30, 2016.**

18. How will weeks be distributed?

If you choose the Vacation Benefit Option, each Certificate will be assigned a particular Use Year, which covers a consecutive twelve (12) month period beginning with the commencement date and ending with the expiration date. You will receive your Certificate sixty (60) days prior to the applicable Use Year. You can begin reserving vacations using your Certificate(s) one hundred and twenty (120) days prior to the vacation week’s start date. Reserving vacations using your Certificate(s) will be done through a website owned and managed by PHM. That website is currently www.vacationcondos.com. If the PHM elects to use a different website in the future, PHM will provide you with notice of the new website.

Certificates will be distributed for seven (7) Use Years, the first Use Year is ninety (90) days after the conclusion of this lawsuit. The Resort Defendants will confer with Plaintiffs’ attorneys within one-hundred and twenty (120) days of Preliminary Approval to equitably distribute the available Certificates to as close to the Effective Date as practical.

RCI Bonus Week(s) will be distributed sixty (60) days after the Effective Date. You will be able to book vacations using your RCI Bonus Weeks within ninety (90) days from the start-date by calling (888) 724-1732.

19. When do I get my cash payment?

Your cash payment will be distributed by B.L. within sixty (60) days of the Effective Date. The distribution will be equally distributed between every Settlement Class Member who submits a Claim Form.

20. What am I giving up by staying in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Settling Defendants about the claims being released in this Settlement. It also means that all of the Court’s orders will apply to you and be legally binding to you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want the class benefits described in Question 6 above, and you want to keep the right to sue or continue to sue the Settling Defendants on your own about the same claims being released in this Settlement, then you must take steps to exclude yourself from the Settlement. This is referred to as “opting out” of the Class.

21. How do I exclude myself from the Settlement?

Settlement Class Members who wish to exclude themselves (opt out) from the Settlement Class must submit a written “Request for Exclusion.” To be effective, the request must include: (1) the Settlement Class Member(s)’ name, mailing address, e-mail address (if any), the signature of the Settlement Class Member(s) (or, in the case of a person who is deceased or incapacitated, the signature of an authorized representative with accompanying adequate documentation of authorization), and (2) substantially the following statement: “I want to opt out of the Settlement Class in the *Reeves v. Festiva* litigation.”

Requests for Exclusion must be submitted via First Class U.S. Mail, paid by you, and sent to the Claims Administrator at the following address:

Reeves v. Zealandia Holding Company, Inc.

Exclusions

c/o A.B. Data, Ltd.

PO Box 170500

Milwaukee, WI 53217-8091

Requests for Exclusion must be postmarked no later than **May 30, 2016**. You cannot exclude yourself over the phone or by e-mail. If you ask to be excluded, you are not eligible to receive any Settlement benefits, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit and you will be able to pursue the claims that are being released in this Settlement at your own expense.

22. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Settling Defendants for the claims being released by this Settlement. If you have a pending lawsuit relating to the claims being released in this case against any of the Settling Defendants, speak to your lawyer in that case immediately and give him/her this packet. Remember, the exclusion deadline is **May 30, 2016**.

Celebration is not a part of the Settlement, and any claims you or the Class may have against Celebration are not impacted by this Settlement.

23. If I exclude myself, can I receive a payment or benefits from this Settlement?

No. If you exclude yourself, you will not receive any money or benefits from the Settlement. But, you may sue, continue to sue, or be part of a different lawsuit asserting the claims being released in this Settlement against the Settling Defendants.

THE LAWYERS REPRESENTING YOU

24. Do I have a lawyer in this case?

The Court has decided that the Finn Law Group, P.A. is qualified to represent you and all Settlement Class Members. This law firm is called "Class Counsel." You will not be individually charged for Class Counsel's work on this case. If you want to be represented by your own lawyer, you may hire one at your own expense.

25. How will the lawyers be paid?

Class Counsel has prosecuted this case on a contingency basis. They have not received any fees or reimbursement for any of the expenses associated with this case. Class Counsel will apply to the Court by motion for an award to Class Counsel for attorneys' fees, costs, and expenses up to the amount of \$420,000.00. Class Counsel will also request a total of \$6,000 in contribution awards for the named Plaintiffs (each named Plaintiff requesting \$1,000) for their contribution to the prosecution and settlement of the case. These amounts will not reduce or affect in any way the class benefits described in Question 6 above.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

26. How do I tell the Court that I like or dislike the Settlement?

If you are a Settlement Class Member, you can tell the Court that you like the Settlement and it should be approved, or that you object to the Settlement if you do not like part of it. The Court will consider all comments from Settlement Class Members. To notify the Court of your approval or objection, you must send a letter to the Court describing your approval or objection. Be sure to include the following information:

- i. The name of the case and the case number as follows: *Reeves, et. al v. Zealandia, et. al.*, Case No. 6:13-cv-00597-28TBS;
- ii. Your full name, address, and telephone number;
- iii. The approximate date on which you purchased VOI at the Resort, the total amount you paid for your VOI, and the amount of RCI Points that were reduced from your allocation in 2013;
- iv. A written statement of all grounds for your approval or objection, accompanied by any legal support for the objection;
- v. Copies of any papers, briefs or other documents upon which your approval or objection is based;
- vi. The identity, including name, address and telephone number of all attorneys representing you in conjunction with your approval or objection;

- vii. The identity of all counsel representing you who will appear at the Final Fairness Hearing;
- viii. A statement of whether you intend to testify or appear at the Final Fairness Hearing;
- ix. A list of all other objections you have filed during the five (5) years prior to the date of your objection filed with the Court;
- x. A list of all other objections your attorney has filed during the five (5) years prior to the date your objection is filed with the Court; and
- xi. Your signature or the signature of your attorney or other legal representative.

The filing of an objection allows Class Counsel or Counsel for the Settling Defendants to depose the objector consistent with the Federal Rules of Civil Procedure at an agreed-upon location before the Final Approval Hearing, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to comply with discovery requests may result in the Court striking the objector's objection and otherwise denying that person the opportunity to make an objection or be further heard. The Court has the right to tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or is made for an improper purpose.

All papers served under this paragraph, including any objection to the Settlement, must be received by the Court no later than **May 30, 2016** at the following address:

Clerk of Court
 UNITED STATES DISTRICT COURT
 401 West Central Blvd.
 Orlando, FL 32801

All papers served under this paragraph, including any objection to the Settlement, must also be sent to the Claims Administrator by **May 30, 2016** at the following address:

Reeves v. Zealandia Holding Company, Inc.
 Claims Administrator
 c/o A.B. Data, Ltd.
 PO Box 170500
 Milwaukee, WI 53217-8091

If you do not submit a written comment on the proposed Settlement for the application of Class Counsel for Participation Awards, attorneys' fees, costs, and expenses, in accordance with the deadlines and procedures set forth above, you will waive your right to be heard at the Final Approval (Fairness) Hearing and to appeal from any order or judgment of the Court concerning this matter.

27. What is the difference between objecting to the Settlement and excluding myself from the Class?

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

THE COURT'S FINAL APPROVAL HEARING

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

The Honorable Thomas B. Smith, United States Magistrate Judge, will hold a hearing at 10:00 a.m. on July 7, 2016, at the United States District Courthouse, 401 West Central Blvd., Courtroom 4C, Orlando, FL 32801. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who have requested in writing by **June 9, 2016** to speak at the Fairness Hearing. The Court may also decide how much to pay Class Counsel or whether to approve contribution awards for the Class Representatives. After the Fairness Hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take for the Court to make a decision.

29. Do I have to come to the final hearing?

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

30. May I speak at the final hearing?

If you file an objection letter, you may ask the Court for permission to speak at the hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in *Reeves, et. al v. Zealandia, et. al.*, Case No. 6:13-cv-00597-28TBS.” Be sure to include your name, address, telephone number and your signature. Your Notice of Intention to Appear must be postmarked no later than **Jun 9, 2016**, and be sent to the Clerk of the Court and the Claims Administrator at the following addresses:

Clerk of Court
UNITED STATES DISTRICT COURT
401 West Central Blvd.
Orlando, FL 32801

Reeves v. Zealandia Holding Company, Inc.
Claims Administrator
c/o A.B. Data, Ltd.
PO Box 170500
Milwaukee, WI 53217-8091

IF YOU DO NOTHING

31. What happens if I do nothing at all?

If you do nothing, you will not receive any benefits described in Question 6 above from this Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Settling Defendants about the same claims being released in this Settlement.

OBTAINING MORE INFORMATION

32. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can obtain a copy of the Settlement Agreement by going to the following website: www.finnlawgroup.com/festivaaclassactionsettlement.

DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE

This Notice has been Approved and Ordered by the Honorable Thomas B. Smith, United States Magistrate Judge.