

EXHIBIT 1

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

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

~~PROPOSED~~ COURT-APPROVED CONSENT DECREE

I. INTRODUCTION

This ~~proposed~~ Consent Decree provides for the resolution of a putative class action brought by Plaintiffs Patricia Wilson, Renita Chadwell, Teresa Faw, and Tamara Pacwa as class representatives (hereinafter collectively referred to as the "Named Plaintiffs") and by Shannon Matthews¹ (hereinafter the Named Plaintiffs and Ms. Matthews will be collectively referred to as "Plaintiffs") against Fairfield Resorts, Inc. (hereinafter referred to as "Fairfield"), as well as against 14 individual defendants, all of whom are former or current employees at Fairfield's Nashville, Tennessee facility (hereinafter referred to as "Fairfield Nashville"): Mickey Ruggiero, John "Dave" Labelle, Tim Hurley, Danny Higdon, Todd Griffin, Devon Boyd, Pat Doyle, Rob Crawford, Scott Roberson, James Graves, Ray Moore, Mike Pierce, Mike Thompson, and Daric Fail (hereinafter collectively referred to as the "Individual Defendants"). The Plaintiffs allege

¹ The operative complaint in this action also identifies George "Chip" Pennington as an individual plaintiff. As part of the settlement underlying this Consent Decree, the claims of Mr. Pennington will be severed from the remainder of the *Wilson* lawsuit. Mr. Pennington will not be considered part of this Consent Decree for any purposes.

claims of sexual harassment, gender discrimination and retaliation in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e-5 *et seq.*, as amended by the Civil Rights Act of 1991, 42 U.S.C. §1981a ("Title VII"), and common law 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 negligent and/or wanton hiring. Plaintiffs asserted their Title VII sexual harassment, gender discrimination and retaliation claims against Fairfield. Plaintiffs asserted their intentional or reckless infliction of emotional distress claims against all defendants. They assert claims for invasion of privacy, negligent infliction of emotional distress, negligent and/or wanton supervision, training, retention and hiring against Fairfield and selected individual defendants. They assert claims for assault and battery against selected individual defendants. Finally, they asserted a claim of respondeat superior against Fairfield, by which they have alleged that Fairfield is liable for any of the common law claims they allege against a former or current employee of Fairfield.

Fairfield and the Individual Defendants expressly deny any wrongdoing or liability. Pursuant to the settlement underlying this Consent Decree, all claims against the Individual Defendants will be dismissed with prejudice at the same time Fairfield is dismissed as a Defendant in this action.

This Consent Decree represents the compromise of disputed claims. The parties recognize that litigation of these claims and defenses would severely burden all concerned and would require a substantial further commitment of time, resources and money. As such, the entry into this Consent Decree does not represent any admission of liability by Fairfield.

In the interest of ensuring equality of employment opportunity and respect for civil rights, avoiding the expense, delay, and inconvenience of further litigation of the issues raised in this

action, and in reliance upon the representations, mutual promises, covenants, and obligations set out in this Consent Decree, and for good and valuable consideration also set out in this Decree, Fairfield and the Plaintiffs, through their undersigned counsel of record, hereby stipulate and agree as follows:

II. LITIGATION BACKGROUND

On December 22, 2004, five former female employees and one current male employee of Fairfield filed a lawsuit in the United States District Court for the Middle District of Tennessee, Nashville Division, asserting claims of sexual harassment, gender discrimination and retaliation in violation of Title VII and state law 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, negligent and/or or wanton hiring, and respondeat superior. The Named Plaintiffs sought injunctive and equitable relief, including back pay, as well as compensatory and punitive damages for themselves and the putative class, and a jury trial. The Named Plaintiffs originally sought to represent a class of all current and former female employees of Fairfield who allegedly are similarly situated, throughout the United States.

On February 18, 2005, the Plaintiffs filed an Amended Complaint, deleting Fairfield's parent corporation, the Cendant Corporation, as a Defendant. In the Amended Complaint, the Named Plaintiffs seek to represent a putative class of all other female employees of Fairfield Nashville who allegedly are similarly situated to the Named Plaintiffs "pursuant to Title VII and the common law." The lawsuit is captioned *Patricia Wilson, et al. v. Fairfield Resorts, Inc., et al.*, Civil No. 3:04-1133 (the "*Wilson* lawsuit").

The Plaintiffs and Fairfield participated in mediated settlement negotiations over several months beginning in February 2005. The negotiations were conducted with the assistance of a

mediator with substantial experience in mediating putative or certified employment class actions. These efforts resulted in an agreement to settle this action prior to the investment of substantial time and expenses in pre-certification discovery, certification briefing, and possible post-certification discovery, trial and appeal. The resulting agreement is subject to the Court's review and approval after notice, an opportunity for members of the proposed Settlement Class to object to or opt out of the settlement, and a fairness hearing. All the terms of the parties' agreement with respect to settlement of the *Wilson* action are contained in this Consent Decree.

Although the parties did not conduct pre-certification discovery in this case, counsel for the Plaintiffs and counsel for Fairfield, in connection with a related action, *Aga, et al. v. Fairfield Resorts, Inc.*, Civil No.: 3:03CV00894, also filed in the United District Court of the Middle District of Tennessee (hereinafter referred to as the "*Aga* lawsuit"), conducted extensive discovery relating to these same issues, also arising at Fairfield Nashville. The parties took over 28 depositions, 21 of which were depositions of current or former Fairfield employees, including the depositions of Named Plaintiffs Patricia Wilson, Teresa Faw, and Tamara Pacwa, Individual Plaintiff George "Chip" Pennington and Individual Defendants Mickey Ruggiero, John "Dave" LaBelle, and Tim Hurley. In connection with the *Aga* lawsuit the parties exchanged nearly 9,000 pages of documents and engaged in extensive written discovery related to Fairfield Nashville for the time period relevant to the *Wilson* putative class action. Further, in the context of the mediation of this action Fairfield provided to Plaintiffs' Counsel extensive electronic information regarding all members of the *Wilson* putative class, as well as certain other documents not requested in the *Aga* lawsuit. The parties believe that the extensive discovery conducted in the *Aga* lawsuit, as supplemented by the additional information provided in the context of mediation, was sufficient to assess adequately the relative strengths and weaknesses of the respective

parties' merits positions, as well as the likelihood of the *Wilson* putative class being certified, and the possibility that any class certification decision could be modified on interlocutory appeal and/or after trial or post-trial appeal. As indicated by the signature of Settlement Class Counsel and counsel for Fairfield at the end of this document, Plaintiffs and Fairfield have consented to the entry of this Decree.

III. GENERAL PROVISIONS

A. DEFINITIONS

1. "Claims Administrator"

Settlement Services will serve as the Claims Administrator, and will execute the responsibilities identified herein to provide Notice, catalogue claims filed, and assist in the administration of monetary awards to be made pursuant to this Consent Decree.

2. "Claims Process"

The Claims Process, as set forth in Section IV of this Decree.

3. "Class Complaint"

The amended class complaint of discrimination that Plaintiffs filed in this action on February 18, 2005 on behalf of the putative class.

4. "Consent Decree" or "Decree"

This document, which as proposed to the Court is entitled "Court-Approved Consent Decree," which has been signed by counsel of record for Fairfield and for the Plaintiffs, subject to approval and entry by the Court, and which contains the following attached exhibits:

- a. Notice of Proposed Class Action Settlement and Fairness Hearing
- b. Proposed Type I Claim Form
- c. Proposed Type II Claim Form
- d. Proposed Release to be Executed by Type I Claimants

- e. Proposed Release to be Executed by Type II Claimants
- f. Proposed Individual Releases to be Executed by the Plaintiffs
- g. Joint Stipulation of Dismissal with Prejudice

5. **“Court” or “District Court”**

The United States District Court for the Middle District of Tennessee (Nashville Division).

6. **“Decree Year”**

Decree Year means the one-year period from the Effective Date (or the anniversary of the Effective Date) until the next anniversary of the Effective Date. For example, “Decree Year One” would be the one-year period from the Effective Date until the first anniversary of the Effective Date.

7. **“Effective Date”**

The date on which the time for filing an appeal from the Court’s grant of Final Approval has expired, or, if later, after any appeal has been finally resolved (including full resolution of any appellate review, requests for rehearing, rehearing *en banc*, and petitions for writs of *certiorari*), at which time the parties become bound to perform the obligations set out in this Consent Decree, and the Consent Decree’s terms become binding on Fairfield, the Settlement Class, Settlement Class Counsel, and each of the Settlement Class Members who has not opted out of the Settlement Class.

8. **“Gender Discrimination” or “Discriminating on the Basis of Gender”**

Discrimination on the basis of gender means unlawful discrimination against employees on the basis of their sex or gender.

9. **“Fairfield Nashville”**

Fairfield’s facility located at 2415 McGavock Pike, Nashville, Tennessee, 37214.

10. **“Final Approval”**

The entry of the Court’s Order granting final approval of this Consent Decree as fair, reasonable and adequate to the Settlement Class as a whole, after Notice, an opportunity for Settlement Class Members to file objections or to opt out, and a fairness hearing.

11. **“Preliminary Approval”**

The entry of the Court’s Order granting preliminary approval of this Consent Decree, which reflects that the Court concludes that the terms of this Decree appear sufficiently fair, reasonable and adequate to the Settlement Class as a whole to warrant notice to the Settlement Class, an opportunity for Settlement Class Members to object or opt out, and a fairness hearing to consider final approval of the Decree. The date on which that Order is entered by the Court shall be the “Preliminary Approval Date.”

12. **“Released Parties”**

The Released Parties are Fairfield Resorts, Inc., its parent and subsidiary corporations, their respective predecessors and successors, and, with respect to each such entity, all of its past and present employees (including but not limited to the Individual Defendants), officers, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting by, through, under or in concert with any of such persons or entities.

13. **“Settlement Class Counsel”**

All counsel of record who are signatories to this Consent Decree on behalf of the Settlement Class. They are as follows: David W. Sanford and Lisa Goldblatt, and the law firm of Sanford, Wittels & Heisler, LLP, 2121 K Street, N.W., Washington D.C. 20037; Grant E.

Morris, Law Offices of Grant Morris, 2121 K Street, N.W., Suite 700, Washington, D.C. 20037; and Jerry Gonzalez, Law Offices of Jerry Gonzalez, Two International Plaza, Suite 705, Nashville, TN 37217. Lead Settlement Class Counsel is David W. Sanford.

14. “Settlement Class Member(s)” or “Settlement Class”

All women employed at Fairfield Nashville at any time between May 8, 2002 and the Preliminary Approval Date 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.

15. “Settlement Class Period”

The Settlement Class Period is the period between May 8, 2002 and the Preliminary Approval Date.

16. “Settlement Class Representatives”

Patricia Wilson, Renita Chadwell, Teresa Faw, and Tamara Pacwa.

17. “State Law Torts”

The State Law Torts are the purported Tennessee common law claims asserted in the Class Complaint – assault, battery, invasion of privacy, intentional or reckless infliction of emotional distress, negligent infliction of emotional distress, negligent and/or wanton supervision, training and hiring, and respondeat superior.

18. “This Case”

Refers to all proceedings relating to or arising from the Class Complaint.

19. “Term of the Consent Decree”

The period from the Effective Date until the expiration of the Decree two years thereafter.

B. JURISDICTION OF THE COURT

The Court has jurisdiction over the parties and the subject matter of this action. The Class Complaint asserts claims that, if proven, would authorize the Court to grant the monetary and equitable relief set forth in this Decree. Venue is proper in the Middle District of Tennessee. This Court shall retain jurisdiction of this action during the Term of the Consent Decree solely for the purpose of entering any orders, judgments or decrees which may be necessary to effectuate the relief provided for herein. This Decree is not intended to confer jurisdiction in any court or administrative forum other than the District Court where the Class Complaint was filed.

C. EFFECTIVE DATE AND DURATION OF THE DECREE

1. Effective Upon Final Approval and Exhaustion of Appellate Rights

Unless provided otherwise, the equitable provisions in this Decree are effective immediately upon the Effective Date.

2. Expiration of the Decree

The provisions of this Decree shall remain in effect for two years following the Effective Date.

D. SCOPE OF THE CONSENT DECREE

1. Persons Covered

a. Settlement Class

The parties stipulate to a class, for settlement purposes only, consisting of all females who worked at Fairfield Nashville at any time between May 8, 2002 and the Preliminary Approval Date, 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. Opt-Out Rights

If this Consent Decree is approved by the Court, all persons within the Settlement Class are bound by its terms, except those Settlement Class Members who effectively exercise a right to opt out of the Settlement Class and the settlement. Settlement Class Members who elect to opt out must do so in writing, in the manner and by the date specified in the Notice of Proposed Class Action Settlement and Fairness Hearing, attached as Exhibit A. The Plaintiffs each have expressly agreed to the terms of the Consent Decree, and hence are not eligible to opt out.

c. Rescission Rights

If the number of Settlement Class Members who opt out of the Settlement Class in the manner provided in the Notice of Proposed Class Action Settlement and Fairness Hearing exceeds twenty (20), then Fairfield, at its option, shall have the unilateral right to void this settlement by providing written notice of this election to Settlement Class Counsel within ten (10) days after the date by which the Court requires Settlement Class Members to return their opt-out notices.

2. Release/Bar of Claims

a. Release

(i) In consideration of the promises contained in, and the benefits provided or to be provided hereunder, upon the Effective Date this Consent Decree shall resolve, extinguish, and finally and forever bar any and all claims in law or in equity which any of the Plaintiffs, or their respective representatives, agents, heirs, executors, administrators, successors, or assigns have, may have, may have had, or in the future may have against Fairfield and/or any of the other Released Parties, arising from or related to events that occurred during the Settlement Class Period. Prior to receiving any monetary relief under this Decree, each

Plaintiff will be required to execute a full and final general release of all claims against Fairfield and/or any of the other Released Parties, whether or not asserted in This Case, in the form attached as Exhibits F-1 through F-5, and each non-Plaintiff claimant will be required to execute a release of all claims against Fairfield and/or any of the other Released Parties asserted in the Class Complaint, in the forms attached as Exhibit D (for Type I claimants) and Exhibit E (for Type II claimants).

(ii) Except with respect to any persons who have effectively exercised a right to opt out of this Decree, in consideration of the promises contained in, and the benefits provided or to be provided to the Settlement Class Members hereunder, upon the Effective Date this Consent Decree shall resolve, extinguish and finally and forever bar any and all claims in law or in equity for monetary relief or for equitable relief for alleged gender discrimination, sexual harassment, 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 for the State Law Torts, which any of the Settlement Class members, or their representatives, agents, heirs, executors, administrators, successors, or assigns have, may have, may have had, or in the future may have against Fairfield or any of the other Released Parties, or any of them, arising from or related to events that occurred during the Settlement Class Period which are asserted in the Class Complaint, including without limitation any conduct alleged to be gender discrimination, sexual harassment or retaliation for opposing sexual harassment or gender discrimination, or for asserting or participating (as a witness or otherwise) in a claim of sexual harassment or gender discrimination, in violation of Title VII and/or the Tennessee Human Rights Act ("THRA"), and any conduct alleged to be a violation of the Tennessee common law underlying the State Law Torts. The phrase "claims for monetary

relief” as used herein shall include all claims for economic or non-economic monetary damages of any kind, including, without limitation, claims for back pay, employment benefits (including, without limitation, retirement, life insurance, and 401(k) savings plan benefits, and the monetary equivalent of various forms of leave), and/or interest (including both pre-judgment interest and post-judgment interest), as well as all claims for alleged compensatory damages and/or punitive damages.

(iii) Upon the Effective Date, the doctrines of *res judicata* and collateral estoppel shall bind all Settlement Class Members (except those who have effectively opted out under the provisions of this Consent Decree) with respect to all claims identified in Section III(D)(2)(a)(ii) above. This Consent Decree may be pled as a full and complete defense to any subsequent action or other proceeding involving any person or party which arises out of the claims released and discharged by this Decree.

E. NO ADMISSION OF LIABILITY

Fairfield and the other Released Parties expressly deny any wrongdoing or liability. The Consent Decree represents the compromise of disputed claims. It reflects the parties’ recognition that litigation of these claims would severely burden all concerned and would require a further commitment of time, resources and money. The Consent Decree does not constitute, is not intended to constitute, and shall not under any circumstances be deemed to constitute, an admission by Fairfield and/or the other Released Parties as to the merits, validity, or accuracy of any of the allegations, claims, or defenses alleged in This Case.

F. INTERPRETATION OF CONSENT DECREE

1. Nature of Agreement

This Consent Decree is a contract and shall, upon final approval by the Court, also constitute an order of the Court, and all of its provisions shall be enforceable by the parties as an order of the Court.

2. Calculation of Time

In computing any period of time prescribed or allowed by this Decree, unless otherwise stated, such computation or calculation shall be made consistent with Federal Rules of Civil Procedure 6(a) and 6(e).

3. No Modification of Title VII or Tennessee Human Rights Act

Nothing in this Decree may be taken as modifying either the statutory or regulatory procedures pertaining to initiating and maintaining administrative and judicial proceedings under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000e-16 *et seq.*, or the Tennessee Human Rights Act, or the requirement to exhaust administrative remedies prior to initiating suit under those statutes.

IV. MONETARY RELIEF

A. FAIRFIELD PAYMENT TO THE SETTLEMENT CLASS

1. The Total Fund

Fairfield shall pay the Named Plaintiffs, Settlement Class Members, and Settlement Class Counsel pursuant to the Type I and Type II allocations described in Sections IV(A)(1)(b)(iii)-(v) and Section IV(A)(1)(d) hereof, in full, complete, and final satisfaction of all claims released pursuant to Section III(D)(2)(a).

a. Prerequisite to filing a either a Type I or Type II Claim.

All Settlement Class Members (other than the Plaintiffs) will have the opportunity to file either a Type I or a Type II claim. Any Settlement Class Member filing either a Type I or Type II claim must at the time of filing that 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, including without limitation pay, promotion and 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 State Law Tort claims asserted in the *Wilson* Amended Complaint. The Type I Claim Form is attached as Exhibit B. Settlement Class Members who choose to file a Type II claim instead of a Type I claim shall also be required to submit detailed information regarding the specific circumstances of the alleged harassment, discrimination, retaliation and/or State Law Tort claim. The Type II Claim Form is attached as Exhibit C. In addition, along with the executed claim form, the Settlement Class Member will be required to exercise a corresponding release in the form appended as Exhibit D (for Type I claims) or Exhibit E (for Type II claims). The claimants' executed releases will be held in escrow by the Claims Administrator until the conclusion of the claims process as to that Settlement Class Member, and then delivered to Fairfield by the Claims Administrator.

b. Type I Claims

Once the Settlement Class Member executes the Type I Claim form described above she will have no further proof requirement, unless she seeks to have her award doubled pursuant to Section IV(A)(1)(c), below. The monetary recovery for a Type I Claim will be established pursuant to the schedules described in Sections IV(A)(1)(b)(iii)-(v).

(i) Type I — Category A Settlement Class Members

For each Settlement Class Member who files a Type I claim, it will be determined whether, at any time between May 8, 2002 and the Preliminary Approval Date, 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 the Class Complaint. 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.

(ii) **Type I — Category B Settlement Class Members**

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 the Preliminary Approval Date will be deemed a "Category B Settlement Class Member."

(iii) **Type I Recovery Schedule for Category A Settlement Class Members**

<u>Employment Days During Class Period</u>	<u>Number of Settlement Class Members</u>	<u>Recovery</u>
1-90	57	\$2,000.00
91-365	52	\$6,000.00
366-730	24	\$9,000.00
731 +	35	\$12,000.00

(iv) **Type I Recovery Schedule for Category B Settlement Class Members**

<u>Employment Days During Class Period</u>	<u>Number of Settlement Class Members</u>	<u>Recovery</u>
--	---	-----------------

1-90	25	\$1,000.00
91-365	9	\$3,000.00
366-730	5	\$4,500.00
731 +	16	\$6,000.00

(v) Possible \$5,000 Increase

A Settlement Class Member 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 \$5,000.00.

c. Possible Doubling of Type I Recovery.

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 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 by counsel for Fairfield Resorts and for the Settlement Class.

d. Type II Claims

After executing the Type II sworn claim form, Settlement Class Members who choose to file a Type II claim shall have an expedited arbitration procedure, to be administered and presided over by a Special Master jointly selected and retained by the parties and compensated by Fairfield Resorts. Except as modified by the provisions of this 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. Settlement Class Counsel shall represent each Type II claimant in the arbitration process.

(i) The parties shall conduct an expedited informal discovery process lasting no longer than 45 days, to be completed in advance of each Type II arbitration, providing adequate information to each side to permit an informed arbitration of the Settlement Class Member's claims. As part of the informal discovery process, 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 running time, unless additional time is granted by the Special Master for good cause shown. Absent agreement to the contrary, each deposition shall take place in Nashville, TN.

(ii) The Settlement Class Member, by submitting a properly completed Type II claim that satisfies the requirement of providing detailed information, shall be presumed to have established a prima facie case of sexual harassment, gender discrimination, and/or retaliation, as the case may be.

(iii) 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.

(iv) 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.

(v) 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 (based upon her identification as a Category A or Category B Settlement Class Member, and as adjusted pursuant to Sections IV(A)(1)(b)(v) and IV(A)(1)(c), if appropriate (hereinafter referred to as "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.

(vi) 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 Section IV(A)(1)(d)(vii) below, then the Type II claimant shall receive twice the Individual's Type I Claim Amount.

(vii) 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.

(viii) In no event shall any amount awarded by the Special Master be for, or be considered to be for, punitive damages.

e. The total amount that Fairfield Resorts shall pay for the Type II claims process described in Section IV(A)(1)(d), above, including both the Type II recoveries to Settlement Class Members and the fees and expenses of the Special Master, shall not exceed

\$3,000,000, *plus* the Type I amounts identified under Section IV(A)(1)(b) for Settlement Class Members who choose to file Type II claims. If necessary, Type II awards shall be prorated; hence, no Type II claims shall be paid until the entire Type II claim process is completed.

B. PAYMENTS TO PLAINTIFFS

1. Named Plaintiffs Tamara Pacwa, Teresa Faw, Renita Chadwell and Patricia Wilson, and Individual Plaintiff Shannon Mathews, shall be compensated as described in Sections IV(B)(2)-(4), and shall not be eligible to file either a Type I or a Type II Claim.

2. Named Plaintiffs Tamara Pacwa, Teresa Faw, and Renita Chadwell will receive an award of \$75,000.00 each for their alleged economic, physical, emotional and/or psychological injuries, and for services they have provided to the Settlement Class and the risks they have taken on behalf of the Settlement Class. This amount will satisfy fully all claims they have brought or may have brought against Fairfield and/or any of the other Released Parties, up to and including the date of Preliminary Approval, and will compensate them for those services and risks they have undertaken during this litigation.

3. Named Plaintiff Patricia Wilson will receive an award of \$250,000.00 for her alleged economic, physical, emotional and/or psychological injuries, and for the services she has provided to the Settlement Class and the risks she has taken on behalf of the Settlement Class. This amount will satisfy fully all claims she has brought or may have brought against Fairfield and/or any of the other Released Parties, up to and including the date of Preliminary Approval, and will compensate her for those services and risks she has undertaken during this litigation.

4. Plaintiff Shannon Matthews will receive an award of \$75,000.00 for her alleged economic, physical, emotional and/or psychological injuries. This amount will satisfy fully all claims she has brought or may have brought against Fairfield and/or any of the other Released Parties, up to and including the date of Preliminary Approval.

5. These amounts for the Plaintiffs shall be paid within ten (10) days after the Effective Date.

V. EQUITABLE RELIEF PROVISIONS

A. General Commitments

1. Fairfield reaffirms its commitment to equal employment opportunities for female employees and applicants for employment. This undertaking includes, without limitation: (1) a commitment to provide female employees 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 ensure that its applicable policies and procedures accurately reflect this commitment.

2. Fairfield will revise its policy prohibiting sexual and other forms of harassment to include the following "Statement of Zero-Tolerance Policy and Workplace Objectives":

Fairfield Resorts, Inc. is firmly committed to developing and maintaining a zero-tolerance policy concerning sexual and other forms of harassment in the Company's workplace; to swiftly and firmly responding to any conduct of which the Company becomes aware that violates the prohibition against sexual and other forms of harassment; to implementing

and maintaining a disciplinary system that is designed to strongly deter future acts of harassment; and to actively monitor its workplace in order to ensure tolerance, respect and dignity for all its employees.

In conjunction with redefining this policy, 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. This information will be routinely and continuously posted in each work location.

3. 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, so that employees understand that "Zero Tolerance" means that each and every allegation of sexual harassment (1) will be promptly and thoroughly investigated, and (2) will, if and to the extent warranted by the outcome of the investigation, result in corrective action against the alleged harasser, up to and including potential discharge. The training will clarify, however, that neither the law nor Fairfield's policy requires that each and every perpetrator of harassment be discharged, and that the factors that are considered in determining the appropriate disciplinary action include, without limitation, the egregiousness of the particular allegation, the extent to which the evidence identified through the investigation was clear and convincing, and the prior disciplinary record of the perpetrator, particularly with regard to any prior harassment allegations.

4. Fairfield will enhance the training of its officials charged with investigating complaints of alleged sexual harassment and/or gender discrimination. Throughout

the two-year term of this Agreement, this enhanced training will be conducted at least annually, and will be led either by an external consultant or by Geoff Weirich (or another partner in the law firm of Paul, Hastings, Janofsky & Walker LLP). In either event, either John Dempsey or another internal Fairfield counsel with experience in employment law issues will also participate in leading the training, and will take primary responsibility for explaining unequivocally the seriousness Fairfield attaches to such issues. Among the issues that will be covered in this enhanced training, without limitation, will be the responsibility of the investigator to make credibility determinations as necessary, based upon all the relevant evidence (such as the witnesses' respective demeanor and motivations, the number and persuasiveness of contrary witnesses, the alleged perpetrator's prior record, etc.). Fairfield will provide the written materials developed for use in this enhanced training to Settlement Class Counsel not less than four weeks before the first training session, so that Settlement Class Counsel will have the opportunity to provide input to Fairfield regarding the materials.

5. Fairfield agrees to modify the EEO complaint processing system so that once an EEO 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 the EEO investigator recommends that a corrective action be imposed following an investigation, that corrective action recommendation cannot be countermanded by line management without concurrence by either the Fairfield Vice President of Human Resources or the Cendant Time Share Group Vice President of Human Resources. If it deems the corrective action unsupported, line management may elevate the decision to progressively higher levels of management of the Business Unit and Human Resources, ending ultimately with the CEO of Cendant Time Share Resort Group, Inc.

6. Fairfield agrees to modify the EEO complaint processing system so that once corrective action has been taken, the complaining party will be informed of the type of corrective action, but not the details of the action. For example, the complaining party may be informed that the alleged harasser has been given a written warning, but will not be told of the specific wording of that warning; similarly, the complaining party may be informed that the alleged harasser was suspended, but will not be told of the specific length of the suspension. When revealing corrective action taken against a person, however, the Human Resources representative will impress on the complainant the confidentiality of the information being disclosed, and that it should not be disclosed further. The Human Resources representative will use words to the following effect: "Before I reveal the corrective action taken against a person, you need to acknowledge that you will maintain the confidence of this information and not share it with anyone. Can you agree to this?" Before making any such disclosure, the Human Resources representative must obtain the complainant's agreement, and should make note of that agreement in the investigative log. If the complainant declines to agree with this confidentiality pledge, the Human Resources representative will not disclose the information to the complainant.

7. 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. Fairfield will inform all managers and supervisors of this commitment at least semi-annually, and also will continue to inform all managers and supervisors of their duty to actively monitor their work

areas to ensure employees' compliance with Fairfield's policies prohibiting such conduct, and of their obligation to report any such incidents to the Human Resources department.

B. Commitments Specific to Fairfield's Nashville Site

1. Throughout the two-year term of this Agreement:

a. Fairfield shall maintain at the Nashville site a representative of the Human Resources department whose primary responsibility is managing human resources issues at Nashville, including but not limited to the investigation of any allegations of discrimination, harassment or retaliation at Nashville. Although the individual's official title at Fairfield may be different, the position will be referred to in this Agreement as the Nashville HR Manager.

b. The Nashville HR Manager will be required to have at least a Bachelor's degree from an accredited college or university, and not less than 5 years of experience in one or more human resources positions. Fairfield will move expeditiously to fill any vacancy in the position of Nashville HR Manager within three months, and in the interim an acting HR manager will be on site in Nashville at least half-time.

c. The Nashville HR Manager will be a management-level employee, reporting directly to either the Fairfield Vice President of Human Resources or the Cendant Time Share Resort Group Vice President of Human Resources. Although the Nashville HR Manager will provide support to the Nashville site Vice President of Sales and Marketing, the Nashville HR Manager will not have either a direct or indirect reporting relationship to the Nashville site Vice President of Sales and Management.

d. Although the Nashville HR Manager may be assigned responsibilities for sites other than Nashville, the workload of the Nashville HR Manager will be balanced so that approximately 67% of his/her responsibilities involve Nashville HR issues, and not less than 50% of his/her annual working days are spent resident in the Nashville facility.

e. The Nashville HR Manager will ensure that all management positions in Nashville are properly posted, following Fairfield's applicable policy, and will affirmatively discuss with the Nashville Vice President of Sales and Marketing the comparative qualifications of any female candidates who apply for a Sales and Marketing managerial vacancy. If the Nashville Vice President of Sales and Marketing proposes to promote into a managerial vacancy a candidate who the Nashville HR Manager considers less qualified than a female candidate who properly responded to the posting, then the Nashville HR Manager will inform the Fairfield Vice President of Human Resources, who shall ensure that the female candidate's qualifications are appropriately considered in the final decision process.

VI. REPORTING REQUIREMENTS

A. Fairfield will provide compliance reports to Settlement Class Counsel within 60 days following the first and second anniversary of the effective date of the Decree.

B. The annual compliance reports to Settlement Class Counsel will provide supporting information demonstrating Fairfield's compliance with each of the commitments set forth in Sections V(A) and (B) of this Decree.

C. In addition, the annual compliance reports to Settlement Class Counsel will set forth, for Fairfield Nashville, the following information:

1. a description of each sexual harassment complaint brought internally or with either the EEOC or the Tennessee Human Rights Commission (but, insofar as is practicable, maintaining confidentiality of the identity of the complainant and alleged perpetrator(s)); this description shall include the nature of the allegation, a summary of the final report and recommendation resulting from the investigation, and the corrective action, if any, ultimately imposed on the alleged perpetrator(s); and

2. for each promotion into or within management in the Sales and Marketing organization, information regarding the gender of all individuals who submitted a timely application for the promotion pursuant to Fairfield's established guidelines; and, for each Sales and Marketing managerial promotion for which there was at least one female candidate who submitted a timely application but a male was selected, a summary of the pertinent comparative qualifications of the selected individual and the most-qualified female candidate who submitted a timely application.

VII. DISPUTE RESOLUTION PROCEDURE

A. GENERAL PRINCIPLES

1. Dispute Resolution Mandatory

Neither party may seek relief from the Court prior to exhausting the mandatory dispute resolution provisions set forth below.

2. Best Efforts

The parties agree that they will make best efforts to resolve any disputes concerning any alleged material breach of this Consent Decree through the dispute resolution procedure set forth below, and that resolution by the Court is a last resort.

B. NEGOTIATION AND MEDIATION

1. Settlement Class Counsel or Fairfield shall notify counsel for the other party, in writing, regarding the facts, circumstances, and any other arguments supporting its position that the other party is materially out of compliance with any provision of the Consent Decree. Within twenty-one (21) days of receiving such notice, the responding party will have the opportunity to inquire further about the subject of the complaint and informally resolve the issue.

2. At the conclusion of the twenty-one (21) day period, if Settlement Class Counsel or Fairfield, after good faith efforts to resolve the matter have failed, determines that the matter has not been resolved satisfactorily, that party may request that the parties appoint a Mediator to assist in resolving the dispute.

3. In the event that the mediation of the dispute is unsuccessful, or that the parties do not mutually agree to mediate the dispute, then either party may apply to the Court for appropriate relief to enforce the provisions of this Decree.

C. EXTENSION OF TIME

The parties may, by mutual consent, extend any time period set forth in this dispute resolution procedure.

VIII. VOLUNTARY DISMISSAL WITH PREJUDICE

The Class Complaint filed in this action against Fairfield and the Individual Defendants shall be dismissed in its entirety, with prejudice, upon the Effective Date, pursuant to a Joint Stipulation of Dismissal with Prejudice, attached as Exhibit G. Notwithstanding this Dismissal with Prejudice, the parties stipulate that the Court shall retain jurisdiction over the Fairfield and the Plaintiffs for purposes of such further orders as may be necessary to enforce or effectuate this Consent Decree.

IX. ATTORNEYS' FEES AND EXPENSES

A. Fairfield will not oppose Settlement Class Counsel's application to the Court for an allocation of 28% (and no greater percentage) of all amounts identified for payment under Section IV(A), above, to attorneys' fees incurred on behalf of the Settlement Class, under a "common fund" theory. The common fund would include the following:

1. The Type 1 Allocations under Section IV(A)(1)(b) for both Category A and B, which amount in total to \$1,232,500;

2. An assumption that there will be ten Settlement Class Members who file a Type I Claim and receive the \$5,000 augmentation described in Section IV(A)(1)(b)(v), above, which amounts in total to an additional \$50,000;

3. An assumed doubling of one-quarter ($\frac{1}{4}$) of the total Type 1 Allocations pursuant to Section IV(A)(1)(c), above, which amounts in total to an additional \$308,125;

4. The \$3,000,000 maximum total of Type 2 payments pursuant to Section I, Paragraph 9, before any "flow in" from the Type 1 allocations; and

5. The recoveries for the five Plaintiffs, which total \$550,000.

Thus, by way of example, the gross Type 1 payment to a Category A Settlement Class Member with less than 91 days employment with Fairfield during the Settlement Class Period, under Section IV(A)(1)(b)(iii), above, is \$2,000; pursuant to this common fund allocation of attorneys' fees, \$560 of this amount would roll into the fee allocation (assuming that the common fund request of 28% is approved by the Court), and the remaining \$1,440 would be allocated to the Settlement Class Member. Similarly, by way of example, 28% of the recovery for each of the Plaintiffs will roll into the fee allocation (assuming that the common fund request of 28% is approved by the Court), and the remaining 72% would be allocated to the Plaintiff. In addition, Fairfield Resorts agrees to reimburse Settlement Class Counsel for reasonable expenses incurred on behalf of the Settlement Class, in an amount to be approved by the Court, but not to exceed \$50,000. The parties agree that, if the Court approves the 28% common fund fee application, then the correct amount of attorneys' fees identified pursuant to this Paragraph is \$1,439,235; subject only to the Court's approval, the parties agree that this amount will be a sum certain, and shall not be further conditioned upon the accuracy of the assumptions in Sections IX(A)(2) and

(3), above, or upon how much ultimately is paid out to Settlement Class Members in Type I or Type II claims.

B. Any fees and expenses payable to Settlement Class Counsel shall be within the sole discretion of the Court. The validity of the Consent Decree is not contingent on any ruling regarding the payment of attorneys' fees and expenses.

C. The amounts described in this Section, payment of which is subject to the Court's approval, shall be the sum total of the amounts to be paid by Fairfield in attorneys' fees and/or expenses with regard to This Case. This maximum recovery applies no matter how many Type I or Type II claims are filed, and no matter how much Settlement Class Counsel incurs in time and expenses with respect to the Decree approval process, the claims process, or any other process related to this Decree.

D. Fairfield Resorts will issue payment to Settlement Class Counsel for such attorneys' fees and expenses as are approved by the Court within ten (10) days after the Court has issued its Order on Settlement Class Counsel's fee application; provided, however, that no such payment will be made until after the Effective Date.

X. PROCEDURES FOR FAIRNESS HEARING

A. Subject to approval by the Court, the parties hereby agree to the following procedures and schedule for notice to Settlement Class Members and submission of this Consent Decree to the Court for approval pursuant to Rule 23(a) of the Federal Rules of Civil Procedure.

1. At the time this Consent Decree is submitted to the Court, the parties each agree to represent to the Court that in their opinion the Decree is fair, reasonable, and adequate to the Settlement Class as a whole, within the meaning of that phrase contemplated by Rule 23(e)

of the Federal Rules of Civil Procedure. Counsel for the parties shall request prompt judicial approval of this Decree as written.

2. Attached hereto as Exhibit A is a proposed Notice of Proposed Class Action Settlement and Fairness Hearing, which the parties hereby request that the Court approve. Within thirty (30) days after the Preliminary Approval of this Consent Decree, the Claims Administrator shall send a copy of the Notice of Proposed Class Action Settlement and Fairness Hearing by first-class mail, United States Postal Service, to the last known address of each Settlement Class Member. To facilitate this notice distribution, Fairfield shall provide the list of Settlement Class Members and their addresses and social security numbers to the Claims Administrator within twenty (20) days following Preliminary Approval of this Consent Decree, in a format designated by the Claims Administrator. The Claims Administrator shall make reasonable efforts to trace the addresses of any Settlement Class Members whose notice is returned and shall then re-send the notice to the resulting address. The Claims Administrator shall not, however, make any affirmative efforts to solicit Settlement Class Members to file claims, or to persuade them as to which type of claim to file.

3. The parties agree to request that the Court schedule a hearing to determine whether this Consent Decree is fair, reasonable, and adequate to the Settlement Class as a whole (the "Fairness Hearing"), as required by Rule 23(e) of the Federal Rules of Civil Procedure, at the earliest practicable time on or after ninety (90) days following Preliminary Approval of this Consent Decree.

4. 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 to the Court, not later than sixty (60) days after the Preliminary Approval of this Consent Decree (the "Cutoff

Date”), which will be stated as a “date certain” in the Notice of Proposed Class Action Settlement and Fairness Hearing mailed to the Settlement Class, a written statement of any objections, with copies to counsel for both parties. The statement shall comport with the procedures set forth in the Notice of Proposed Class Action Settlement and Fairness Hearing. The statement shall 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 those objection(s), and an express statement of whether she wishes to speak at the Fairness Hearing.

5. 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, not later than the Cutoff Date, identify him/herself in writing to the Court, submit written objections, and state expressly whether he or she desires to speak at the Fairness Hearing. The statement shall comport with the procedures set forth in the Notice of Proposed Class Action Settlement and Fairness Hearing. Objections raised at the Fairness Hearing shall be limited to those matters addressed in timely written objections.

6. Counsel for Fairfield and for the Settlement Class may conduct discovery regarding the substance of any objections on an expedited basis, so that the Fairness Hearing is not delayed thereby.

XI. APPLICABLE CONTRACT PRINCIPLES

A. COUNTERPARTS

This Consent Decree may be executed in one or more counterparts, and each executed copy shall be deemed an original, which shall be binding upon all parties to this Decree.

B. HEADINGS

The headings in this Consent Decree are for the convenience of the parties only, and shall not limit, expand, modify, amplify, or aid in the interpretation or construction of this Consent Decree.

C. ENTIRE AGREEMENT

This Consent Decree, including its Exhibits, comprises the full and exclusive agreement and understanding of the parties with respect to this settlement, and supercedes all prior written or oral agreements (including, without limitation, any and all term sheets previously agreed to by the parties). No representations or inducements to compromise this action have been made, other than those recited in this Decree. This Decree does not impose any obligations on the parties beyond the terms and conditions stated herein. Accordingly, except as expressly covered by the provisions of this Decree, the Court's entry of this Decree shall not prevent or preclude Fairfield from revising its employment practices and policies or taking other personnel actions during the term of the Decree.

D. NO WAIVER

The waiver by any party of any term, condition, covenant, or representation of this Consent Decree, or breach of any term, condition, covenant, or representation herein, in any one instance, shall not operate as, or be deemed to be a waiver of, the right to enforce any other term, condition, covenant, or representation. The failure by any party at any time to enforce, or require performance of this Decree shall not operate as a waiver of, or limit such party's right at a later time to enforce or require performance of such provisions or of any other provisions of this Decree, subject to the limits of the Court's jurisdiction set forth above in Section III(B).

E. SEVERABILITY

Except as set forth below, if after Final Approval any term or provision of this Decree, or the application thereof to any person or circumstances, is held to any extent to be invalid or unenforceable, the remainder of this Decree, or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby, and each term and provision of this Decree shall be valid and enforceable to the fullest extent permitted by law. Notwithstanding the above, if either (1) all of the monetary relief provisions in Section IV; or (2) all of the equitable relief provisions in Section V; or (3) the release/bar provisions in Section III(D)(2) of this Decree, are held to be invalid or unenforceable, then the entire Decree shall be null and void.

F. GOVERNING LAW

The parties agree that the validity, construction, and enforcement of this Decree shall be governed by federal law. To the extent that it is determined that the validity, construction, or enforcement of any portion of this Decree is governed by state law, the law of the state of Tennessee shall apply.

G. NOTICE TO PARTIES

Whenever this Decree provides for notice to be given to the parties, such notice shall be served on the parties as follows:

Notice to the Settlement Class Shall Be Sent To:

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

Notice to Fairfield Shall Be Sent To:

C. Geoffrey Weirich, Esq.
PAUL, HASTINGS, JANOFKY & WALKER LLP

600 Peachtree Street, N.E.
Suite 2400
Atlanta, GA 30308

H. EXTENSION OF TIME BY AGREEMENT OF PARTIES

All time deadlines established in this Decree may be extended by agreement of the parties.

I. BINDING AGREEMENT

This Consent Decree is binding on all parties and their successors, assigns, representatives, and trustees.

AGREED:

DATED this 28th day of October 2005.

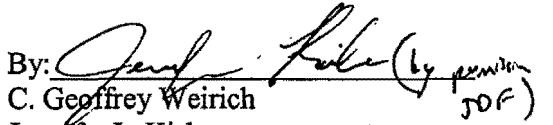
Respectfully submitted,

By: David W. Sanford (by permission JDF)
David W. Sanford
Lisa Goldblatt
SANFORD, WITTELS & HEISLER, LLP
2121 K Street, N.W.
Suite 700
Washington, D.C. 20037
Telephone: (202) 942-9124
Facsimile: (202) 682-8189

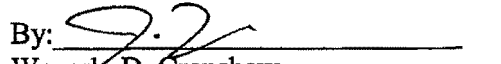
By: Grant E. Morris (by permission JDF)
Grant E. Morris
LAW OFFICES OF GRANT MORRIS
2121 K Street, N.W.
Suite 700
Washington, D.C. 20037
Telephone: (202) 661-3510
Facsimile: (202) 628-8189

By: Jerry Gonzalez (by permission JDF)
Jerry Gonzalez
LAW OFFICES OF JERRY GONZALEZ
Two International Plaza
Suite 705
Nashville, TN 37217
Telephone: (615) 360-6060
Facsimile: (615) 360-3333

Counsel for Plaintiffs

By:  (by permission JDF)
C. Geoffrey Weirich
Jennifer L. Kirk
PAUL HASTINGS JANOFKY & WALKER, LLP
PLLC
600 Peachtree Street., N.E.
Suite 2400
Atlanta, GA 30308
Telephone: (404) 815-2400
Facsimile: (404) 815-2424

Counsel for Defendants

By: 
Waverly D. Crenshaw
Jason D. Fisher
WALLER, LANSDEN, DORTCH & DAVIS,
511 Union Street
Suite 2700
Nashville, TN 37219-8966
Telephone: (615) 244-6380
Facsimile: (615) 244-6804