

Office of the Attorney General
State of Florida
Department of Legal Affairs

In the Matter of Map Destinations, et. al.

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (“Attorney General”), and Defendant Thomas Bradley Middleton (hereinafter referred to as “Defendant”) (both the Attorney General and Defendant hereinafter referred to collectively as the “Parties.”)

WHEREAS, the Attorney General asserted claims against Defendant in the Circuit Court, Ninth Judicial Circuit, in and for Orange County, Florida, Case Number 2015-CA-011413-O (the “Civil Action”), for injunctive and monetary relief; and

WHEREAS, the Parties desire to compromise and settle all claims brought between them, rather than incur the expense and uncertainty of litigation.

WHEREAS, as used herein, the term “Effective Date” shall mean the date of the Parties’ full execution and delivery of this Agreement.

NOW, THEREFORE, from and after the Effective Date, in consideration of the promises and agreements contained in this Settlement Agreement (“the Agreement”), the Parties agree and covenant as follows:

1. **Definitions.** The following definitions apply:
 - a. “Person” or “Entity” means any natural person, an organization or other legal entity, including a corporation, partnership, sole proprietorship, limited liability company, association, cooperative or any other group or combination acting as an entity.
 - b. The terms "and" and "or" shall be construed conjunctively or disjunctively as necessary, to make the applicable sentence or phrase inclusive rather than exclusive.
 - c. The term “including” means “including without limitation.”

- d. "Timeshare" means Timeshare Estates, Timeshare Instruments, Timeshare Units, Timeshare Licenses, Timeshare Periods, or Timeshare Plans as those terms are defined by section 721.05(34)-(41), Florida Statutes.
- e. "Travel Club" shall mean an entity or person who owns, operates, purchases, expands, provides consulting services, or otherwise participates in any entity that advertises, offers for sale or sells Travel Club Memberships, either directly or indirectly, through any other person, agent, employee, servant, officer, representative, successor, partner, assign, sole proprietorship, corporation, limited liability company, subsidiary, branch, trust or other entity.
- f. "Travel Club Memberships" and "Reservation License Agreements" shall mean a membership or license agreement, sold in person for an advance fee or payment, whereby the purchaser is entitled access to a website or fulfillment company that provides, or purports to provide, discounted pricing on travel. Excepted from this definition shall be any business that sells Vacation Certificates as defined by section 559.927(14), Florida Statutes, or any new Timeshare Estate, Timeshare Instrument, Timeshare Unit, Timeshare License, Timeshare Period, or Timeshare Plan as those terms are defined by section 721.05(34)-(41), Florida Statutes.
- g. "Marketing Services" means the solicitation of consumers to attend a tour, sales presentation, sales pitch or any offering for sale or selling of Travel Club Memberships, including Off Premise Canvassing or "OPC" activities.
- h. "Receiver" means Peter B. King, and the law firm Wiand, Guerra, King appointed as Receiver over Map Destinations, LLC by the Order on Plaintiff's *Ex Parte* Motion for Temporary Injunction with Asset Freeze without Notice, the Appointment of a Receiver and a Monitor, and Other Equitable Relief, entered on or about January 4, 2016.

2. **Injunctive Relief.** Defendant agrees that from the date of the execution of this Settlement Agreement, and for a period of five (5) years, he will not, either directly or indirectly, through any other person, agent, employee, servant, officer, representative, successor, partner, assigns, sole proprietorship, corporation, limited liability company, subsidiary, branch, trust or other entity:
- a. Advertise, solicit, provide Marketing Services or offer for sale or sell any Travel Club Memberships in the State of Florida; and
 - b. Use third parties, other persons or agents, in order to sell, solicit, offer, provide Marketing Services or advertise Travel Club Memberships in the State of Florida; and
 - c. Act as a third party or agent for another person in order to assist other persons, to sell, solicit, offer, provide Marketing Services or advertise Travel Club Memberships in the State of Florida; and
 - d. Have an ownership interest in any entity that advertises, solicits, provide Marketing Services or offers for sale, or sells any Travel Club Memberships in the State of Florida; and
 - e. Provide consulting services to any entity that advertises, solicits, provide Marketing Services or offers for sale, or sells any Travel Club Memberships in the State of Florida; and
 - f. Nothing in this Settlement Agreement, including but not limited to paragraphs [3(a)-3(i)] do not prohibit Defendant from selling new Timeshares.
 - g. Nothing in this Settlement Agreement, including but not limited to paragraphs [3(a)-3(i)], prohibits Defendant from having an ownership interest in or provide consulting services to any business that provide Marketing Services or sells Travel Club Memberships or Reservation License Agreements outside of the State of Florida.
 - h. Nothing in this Settlement Agreement, including but not limited to paragraphs [3(a)-3(i)], prohibits Defendant from having an ownership interest in or provide consulting services to any business that provide

Marketing Services or sells Travel Club Memberships or Reservation License Agreements outside of the State of Florida.

- i. Nothing in this Settlement Agreement, including but not limited to paragraphs [3(a)-3(i)], prohibits Defendant from employment with any company or association with any individual or entity outside of the State of Florida which operates a travel related, publically accessible website. The parties specifically agree that Florida residents accessing the aforementioned publically available website shall not subject Defendant to the restrictions and penalties herein.
3. **Civil Penalty imposed for violation of Settlement Agreement.** The Parties agree that but for the conditions, promises, and payments set forth in the Agreement, the Attorney General would impose a civil penalty which shall not exceed the amount of Twenty-Five Thousand Dollars (\$50,000.00) pursuant to Sections 501.2075 and 501.2077, Florida Statutes. However, in light of the conditions, promises, and payments set forth in this Agreement, the Attorney General has agreed not to seek or impose any civil penalty unless Defendant violates the injunctive relief set forth in paragraph 2 of this Agreement or otherwise fails to comply with the obligations or this Agreement or if the Defendant materially misrepresented the value of any asset, or made any other material misrepresentation or omission, in Defendant's financial statements submitted on June 13, 2016. If Defendant violates the injunctive relief set forth in paragraph 2 or 11 of this Agreement, or made any material misrepresentation or omission in Defendant's financial statements submitted on June 13, 2016, or otherwise fails to comply with the terms of this Agreement, Defendant agrees that the Attorney General will be entitled to impose as a condition of this Settlement Agreement, and the Court will have jurisdiction to enforce, the payment of a civil penalty in an amount which shall not exceed Twenty-Five Thousand (\$25,000.00) pursuant to Sections 501.2075 and 501.2077, Florida Statutes. Notwithstanding the foregoing, a judgment shall only be entered after the Attorney General has moved the court for a judgment and the court has made a finding that the Defendant violated the injunctive relief set forth in paragraph 2 or 11 of this Agreement paragraph 12 below, or made any material misrepresentation or

omission, in Defendant's financial statements submitted on June 13, 2016, or otherwise fails to comply with the terms of this Agreement.

4. **Compliance Reporting.** Defendant agrees that within the first eighteen (18) months following the execution of this Agreement, he will submit to the Attorney General the following information, if applicable:
 - a. Any changes in Defendant's residence, mailing addresses, and telephone numbers, within thirty (30) days of the date of such change;
 - b. Any changes in Defendant's employment status (including self-employment), and any change in Defendant's ownership in any business entity within thirty (30) days of such change. Such notice shall include the name and address of each business that Defendant is affiliated with, employed by, creates or forms, or performs services for; a detailed description of the nature of the business; and a detailed description of Defendant's duties and responsibilities in connection with the business or employment;
 - c. Any changes in Defendant's name or use of any aliases or fictitious names within thirty (30) days of such change.
 - d. The Parties agree that all notices submitted by Defendant resulting from paragraphs [] will be sent to:
Office of Attorney General
Consumer Protection Division
Attention: Jacek Stramski
PL-01, The Capitol
Tallahassee, FL 32399
5. **Court Approval of Settlement.** Upon execution of this Settlement Agreement, the parties will file a Joint Motion to Approve Settlement Agreement and Retain Jurisdiction (the "Joint Motion"). Attached hereto as Exhibits A and B are the Joint Motion and a proposed order. Further, the Parties agree to execute all documents necessary to effectuate the Settlement Agreement and the Joint Motion.

6. **Dismissal of Civil Action.** Upon execution of this Settlement Agreement, the Attorney General will file with the Clerk of Court an executed Notice of Dismissal with Prejudice dismissing the pending Civil Action.
7. **Release.** The Attorney General hereby waives and releases Defendant from any and all claims as may be available under Florida law and federal law relating to or arising out of or in connection with the Action, for conduct occurring through the Effective Date and consents to the filing of the dismissal with prejudice. Defendant hereby waives and releases the Attorney General and the Receiver from any and all claims as may be available under Florida law and federal law relating to or arising out of or in connection with the Action. Each party to bear its own attorney's fees and costs.
8. **Denial of Liability.** It is understood and agreed that the conditions, promises, and payments set forth in the Agreement are for the compromise of disputed claims and are not to be construed as or deemed to be an admission of any liability, fault, or responsibility on the part of Defendant, by whom liability and fault are, and always have been, expressly and completely denied.
9. **No Authorization of Conduct.** Neither Defendant nor anyone acting at Defendant's direction will state or imply or cause to be stated or implied that the Attorney General or any state agency or officer has approved, sanctioned, or authorized any practice, act or conduct of Defendant.
10. **Relief from Temporary Injunction Asset Freeze.** Defendant is hereby relieved from any and all obligations under the Order on Plaintiff's *Ex Parte* Motion for Temporary Injunction with Asset Freeze without Notice, the Appointment of a Receiver and a Monitor, and Other Equitable Relief, entered on or about January 4, 2016. The Attorney General will, immediately upon the execution of this Settlement Agreement and the entry of the Order Granting Joint Motion to Approve Settlement Agreement and Retain Jurisdiction, take whatever action is necessary to, including the filing of any public records, to notify any and all Third Party Asset Holders of the entry of the Order Granting Joint Motion to Approve Settlement Agreement and Retaining Jurisdiction, advising any such asset holders that the Temporary Injunction no longer applies to Defendant or their assets.

11. **Asset Freeze.** Defendant relinquishes dominion and all legal and equitable right, title, and interest in all assets transferred to the Attorney General from the Receiver and may not seek the return of any assets.
12. **Venue and Jurisdiction.** The Parties consent to venue and jurisdiction for any proceeding necessary to enforce the terms of this Agreement within the Ninth Judicial Circuit Court, in and for Orange County, Florida.
13. **No Limitation on Remedies.** The remedies provided herein do not limit any other remedies consumers may have under law.
14. **Cooperation.** The Defendant agrees to assist the Attorney General in its investigation into the acts of practices of Map Destinations, LLC, Charles B. McIntyre, Marcipe, Inc., Kevin V. Lehman, and Peggy Bronaugh-Lehman.
15. **Additional Terms.** The following terms apply:
 - a. Each Party has carefully read, and knows and understands the full content of this Agreement and is voluntarily entering into this Agreement.
 - b. Each Party to this Agreement has investigated the facts pertaining to this settlement and this Agreement, and all matters pertaining to it, to the full extent that Party deems necessary.
 - c. Each Party has participated in the drafting of this Agreement, and in any construction to be made of this Agreement shall be deemed to have equally participated in the negotiating, drafting, and execution of this Agreement and each of its parts. Each of the parties has had an adequate opportunity to read and review and to consider with its own retained counsel the effect of the language of this Agreement and has agreed to its terms.
 - d. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed to be severed and deleted, and neither that provision, nor its severance and deletion, shall affect the validity of the remaining provisions.
 - e. This Agreement has been, and shall for all purposes be deemed to have been, negotiated, executed, and delivered within the State of Florida,

and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

- f. Defendant waives the right to appeal or otherwise contest the validity of this Order.
- g. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter.
- h. Each Party acknowledges that the individuals who have signed on behalf of the Parties have done so with the full authority to bind those respective Parties.
- i. This Agreement may be executed in counterparts, and facsimiles or electronic copies of signature pages are considered original signatures by the Parties.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement to be effective upon its execution by all Parties.

(Signatures appear on the following pages)

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(Signatures appear on the following pages)

Office of the Attorney General, State of Florida, Department of Legal Affairs

Laura Boeckman
Bureau Chief – North Region

Johanna Nestor
Assistant Attorney General

Dated: _____, 2016

Defendant



Thomas Bradley Middleton
Defendant

Julie Kurtz
Attorney for Defendant

Dated: 11-14- _____, 2016

Office of the Attorney General, State of Florida, Department of Legal Affairs



Laura Boeckman
Bureau Chief – North Region



Johanna Nestor
Assistant Attorney General

Dated: November 22, 2016

Defendant

Thomas Bradley Middleton
Defendant



Julie Kurtz
Attorney for Defendant

Dated: November 14, 2016