

IN THE CIRCUIT COURT, NINTH  
JUDICIAL CIRCUIT, IN AND FOR  
ORANGE COUNTY, FLORIDA

CASE NUMBER: 2015-CA-011413-0  
DIVISION: 32

OFFICE OF THE ATTORNEY GENERAL,  
State of Florida, Department of Legal Affairs,

Plaintiff,

v.

MAP DESTINATIONS, LLC, a  
Florida Limited Liability Company, et al.,

Defendants.

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**SETTLEMENT AGREEMENT**

Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (hereinafter referred to as “Attorney General”) and Defendants Map Destinations, LLC (“Map”), 1<sup>st</sup> Choice Sales and Marketing, Inc. (“1<sup>st</sup> Choice”), Charles B. McIntyre III (“McIntyre”), Marcipe, Inc. (“Marcipe”), Kevin V. Lehman (“K. Lehman”), and Peggy Bronaugh-Lehman (hereinafter the three corporate Defendants and the three individual Defendants are collectively referred to as “Parties”), hereby enter into this settlement agreement (the “Settlement Agreement”), the terms of which are as follows:

Definitions

For the purposes of this Settlement Agreement, the following definitions apply:

1. The terms “and” and “or” shall be construed conjunctively or disjunctively as necessary, to make the applicable sentence or phrase inclusive rather than exclusive.
2. The term “including” in this Settlement Agreement shall mean “including without limitation.”
3. “Entity” or “Person” 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.
4. “Advertisement,” or “advertising” means any written, verbal statement, illustration, or depiction designed to effect a sale or create interest in the purchasing of goods or services, whether it appears in a book, brochure, newspaper, magazine, pamphlet, leaflet, circular, mailer, book insert, free standing insert, letter, catalogue, poster, chart, billboard, public transit card, point of purchase display, packaging, package insert, label, film, slide, radio, television or cable television, audio program transmitted over a telephone system, program-length commercial (“infomercial”), the Internet, email, social media, applications for smartphones, press release, video news release, or in any other medium.
5. “Clear and Conspicuous” (including “Clearly and Conspicuously”) shall mean that a statement, representation, claim or term is readily noticeable and reasonably understandable. A Clear and Conspicuous statement, representation, claim or term shall be:
  - 5.1. presented in a coherent and meaningful sequence with respect to other statements, representations, claims, or terms being conveyed; and

- 5.2. in close proximity to the statement, representation, claim or term it clarifies, modifies, explains, or to which it otherwise relates; and
  - 5.3. Not contradictory to any statement, representation, claim or term it purports to clarify, modify, or explain, or is otherwise contradictory or confusing in relation to any other statement, representation, claim or term being conveyed; and
  - 5.4. Only conveyed by means of an abbreviation if the abbreviation is commonly understood by the public, or approved by federal or state law; and
  - 5.5. legible; and
  - 5.6. of sufficient prominence in terms of print, size and contrast, as compared with accompanying statements, representations, claims or terms, so as to be readily noticeable and reasonably understandable; and
  - 5.7. at a decibel level and speed so as to be readily noticeable and reasonably understandable; and
  - 5.8. for a duration of time sufficient to allow a listener or viewer to have reasonable opportunity to notice, read, and understand.
6. “Frozen Assets” means the assets frozen 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. The Frozen Assets consist of (1) the “Frozen Cash Assets” which means any monetary or financial assets, including those Frozen Cash Assets outlined in Exhibit A and Exhibit B; (2) “Non-Cash Frozen Assets” which means any type of asset that is not a financial, cash or monetary asset, such

as all computer systems, paper records, electronics, and furniture held by the Receiver.

7. "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
8. "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.
9. "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.
10. "Travel Discount" means any deal, offer, or discount on any type of travel, including curated content, condominiums, hotels, cruises, and getaways available through the Travel Club Membership.

### Background

11. On or about December 11, 2015, the Attorney General filed an action against Defendants Map, Marcipe, Kevin V. Lehman and Peggy Bronaugh-Lehman, among others, Case Number 2015-CA-011413-0, in the Circuit Court of the Ninth Judicial Circuit, Orange County, Florida.
12. On or about May 23, 2016, the Attorney General filed an Amended Complaint in this action (“Amended Complaint”). Among other things, the Amended Complaint named 1st Choice and McIntyre as additional Defendants.
13. Defendants have not admitted, and do not admit, any of the allegations set forth in the Amended Complaint, and by entering into this Settlement Agreement, Defendants do not admit any of the allegations set forth in the Amended Complaint or any wrongdoing or any violation of law.
14. The Attorney General and all of the Defendants enter into this Settlement Agreement in order to settle and resolve this dispute.

### Five Year Prohibition

15. Defendants agree that from the Effective Date (the date, following the execution of this Settlement Agreement by all Parties)), and for the following five-year period, Defendants 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:
  - 15.1. Advertise, solicit, or offer for sale or sell any Travel Club Memberships in the State of Florida; and

- 15.2. Use third parties, other persons or agents, in order to sell, solicit, offer, or advertise Travel Club Memberships in the State of Florida; and
- 15.3. Act as a third party or agent for another person in order to assist other persons, to sell, solicit, offer, or advertise Travel Club Memberships in the State of Florida; and
- 15.4. Have an ownership interest in any entity that advertises, solicits, or offers for sale, or sells any Travel Club Memberships in the State of Florida; and
- 15.5. Provide consulting services to any entity that advertises, solicits, or offers for sale, or sells any Travel Club Memberships in the State of Florida; and
- 15.6. Resell any Timeshares that are located within in the State of Florida.
- 15.7. Notwithstanding the foregoing, the above paragraphs 15.1-15.6 do not apply to Defendant Peggy Bronaugh-Lehman.
- 15.8. The above paragraphs 15.1-15.6 do not prohibit Defendants from selling new Timeshares.
- 15.9. Nothing in this Settlement Agreement, including but not limited to paragraphs 15.1-15.6, prohibits Defendants from having an ownership interest in or providing consulting services to any business that provides credit card processing or consumer finance loans, whether in the travel industry or otherwise.
- 15.10. Notwithstanding the foregoing, the Settlement Agreement does prohibit the Defendants from providing credit card processing or consumer finance loans for any sale of a Travel Club Membership in the State of Florida.

15.11. Nothing in this Settlement Agreement, including but not limited to paragraphs 15.1-15.6, prohibits Defendants from having an ownership interest in or provide consulting services to any business that sells Travel Club Memberships or Reservation License Agreements outside of the State of Florida.

15.12. Nothing in this Settlement Agreement, including but not limited to paragraphs 15.1-15.6, prohibits Defendants from having an ownership interest in or provide consulting services to any business that sells travel outside of the State of Florida.

#### Customer Lists

16. Defendants, and their officers, agents, servants, employees, and attorneys, and all other persons or entities in active concert or participation with them, are permanently enjoined from the following:

16.1. Selling, renting, leasing, transferring, or otherwise disclosing the name, address, telephone number, credit card number, bank account number, e-mail address, or other identifying information of any customer or potential customer of any of the Defendants in connection with the advertising, promotion, offering for sale, or sale of Travel Goods or Services; and

16.2. Using or benefiting from, for commercial purposes, the name, address, telephone number, credit card number, bank account number, e-mail address, or other identifying information of any customer or potential customer of any of the Defendants in connection with the advertising, promotion, offering for sale, or sale of Travel Goods or Services; and

16.3. The Defendants agree to forfeit the Defendants' TrackResults used in connection with the operation of Map Destinations' travel club account to the Attorney General; and

16.4. Provided, however, that Defendants may disclose such identifying information without the express written consent of the person whose information is disclosed, to a law enforcement agency, or as required by any law, regulation, or court order.

#### Dissolution of Map Destinations, LLC

17. Within 30 days following the full and complete execution of this Settlement Agreement, Map shall cause articles of dissolution for Defendant Map to be filed with the Florida Division of Corporations in accordance with Section 605.0707(3), Florida Statutes, and then shall immediately proceed to wind up its activities and affairs in accordance with Section 605.0709(1) and (2), Florida Statutes.

#### Relinquishment of Frozen Assets

18. Defendants hereby relinquish all dominion, control, rights, interests and title to the Frozen Cash Assets to the fullest extent permitted by law. Defendants shall make no claim to, or demand for, the return of the Frozen Assets directly or indirectly, through counsel or otherwise. Defendants acknowledge and agree that the Frozen Cash Assets will be paid irrevocably to the Attorney General.

19. Defendants hereby relinquish all dominion, control, rights, interests and title to the Frozen Non-Cash Assets to the fullest extent permitted by law, except for those records (whether in electronic or hard copy form) needed by Map to file its tax returns or that Map is otherwise required to keep for tax purposes. Defendants shall make no claim to, or demand for, the return of the Frozen Assets directly or



indirectly, through counsel or otherwise. Defendants acknowledge and agree that the Frozen Non-Cash Assets will be liquidated, sold, auctioned, leased, donated or otherwise disposed of by the Receiver. Notwithstanding the foregoing, the Defendants acknowledge the TrackResults Account will be transferred to the Attorney General.

20. The Attorney General shall distribute the Frozen Assets in the manner in which it sees fit and the Defendants have no claims against the Attorney General distributing the amount of Frozen Funds, if any, that may be distributed to Map's former customers.

#### Civil Penalty and Penalty Provisions

21. But for the conditions, promises, and payments set forth in this Settlement Agreement, the Attorney General would seek to impose a civil penalty in the amount of \$500,000 against McIntyre, Map, and 1st Choice (hereinafter collectively referred to as "Defendant McIntyre"), pursuant to Sections 501.2075 and 501.2077, Florida Statutes. However, in light of the conditions, promises, and payments set forth in this Settlement Agreement, the Attorney General has agreed not to seek or impose any civil penalty unless Defendant McIntyre violates the injunctive relief set forth in paragraph 15 of this Settlement Agreement. If the Attorney General believes Defendant McIntyre has violated the injunctive relief set forth in paragraph 15 of this Settlement Agreement, the Attorney General will notify Defendant McIntyre of its alleged non-compliance and the penalty provisions. In the event of an alleged violation, the Attorney General shall be entitled, without hearing, and upon submittal of sworn affidavits attesting to the alleged violation, to an Order to Show Cause issued to the alleged defaulting party from the Orange County Circuit Court setting an expedited evidentiary hearing to

determine the existence or non-existence of default. Upon a finding by the Court that Defendant McIntyre breached the terms of the Settlement Agreement, the Attorney General shall be entitled to immediate entry of a Final Judgment with the following terms:

21.1. Defendants McIntyre, Map and 1st Choice are hereby permanently enjoined from engaging in any of the activities outlined in paragraphs 15.1-15.6 and 15.10; and

21.2. Defendants McIntyre, Map and 1st Choice will be jointly and severally liable for \$500,000.

22. It is further ordered that but for the conditions, and promises, set forth in this Settlement Agreement, the Attorney General would seek to impose a civil penalty in the amount of \$500,000 against K. Lehman and Marcipe (hereinafter collectively referred to as "Defendant Lehman"), pursuant to Sections 501.2075 and 501.2077, Florida Statutes. However, in light of the conditions and promises set forth in this Settlement Agreement, the Attorney General has agreed not to seek or impose any civil penalty unless Defendant Lehman violates the injunctive relief set forth in paragraph 15 of this Settlement Agreement. If the Attorney General believes Defendant Lehman violated the injunctive relief set forth in paragraph 15 of this Settlement Agreement, the Attorney General will notify Defendant Lehman of its alleged non-compliance and the penalty provisions. In the event of such an alleged violation, the Attorney General shall be entitled, without hearing, and upon submittal of sworn affidavits attesting to the alleged violation, to an Order to Show Cause issued to the alleged defaulting party from the Orange County Circuit Court setting an expedited evidentiary hearing to determine the existence or non-existence of default. Upon a finding by the Court that Defendant Lehman breached

the terms of the Settlement Agreement, the Attorney General shall be entitled to immediate entry of a Final Judgment with the following terms:

- 22.1. Defendants K. Lehman and Marcipe are hereby permanently enjoined from engaging in any of the activities outlined in paragraphs 15.1-15.6 and 15.10; and
  - 22.2. Defendants K. Lehman and Marcipe will be jointly and severally liable for \$500,000.
23. The Parties agree that no party was victorious in the underlying action and that no party will declare they were victorious in any public or private forum.

Release

24. After the Effective Date, the Attorney General on behalf of itself, its predecessors, successors, affiliates, assigns, its past present and future agents, directors or employees, and all persons acting by, through, under, or in concert with them, and each of them hereby waives and releases the Defendants McIntyre, K. Lehman, P. Lehman, 1st Choice, Marcipe and Map 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. The Defendants waive and release the Attorney General 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.
25. Nothing herein is meant to release the Defendants or prevent the Attorney General from pursuing any action on any claim occurring after the date this Settlement Agreement is last signed by all Parties.

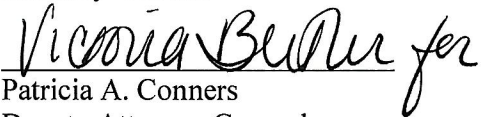
26. Nothing herein is meant to prevent the Attorney General from enforcing this Settlement Agreement upon the terms contained therein or future actions to collect on any penalties outlined in Paragraphs 21 and 22.

Dated this \_\_ day of \_\_\_\_\_, 2016.

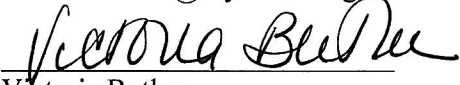
**STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL,**  
**DEPARTMENT OF LEGAL AFFAIRS**

OFFICE OF THE ATTORNEY GENERAL

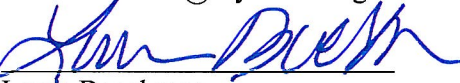
Pamela Jo Bondi  
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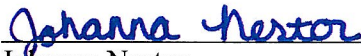
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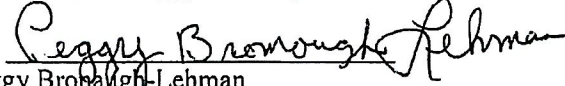
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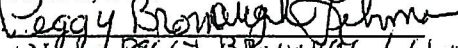
By: 

Kevin V. Lehman

By: 

Peggy Bronaugh-Lehman

MARCIPE, INC.

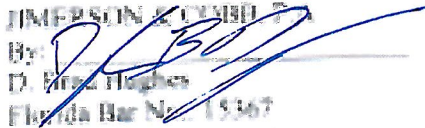
By: 

Print Name: PEGGY BRONAUGH LEHMAN

Its: PRESIDENT

**DEFENDANTS MAP DESTINATIONS, LLC, 1ST CHOICE SALES AND  
MARKETING, INC., AND CHARLES B. MCINTYRE, III**

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By:   
Charles B. McIntyre

1<sup>ST</sup> CHOICE SALES AND  
MARKETING, INC.

By:   
Print Name: Charles B. McIntyre III  
Its: President

MAP DESTINATIONS, LLC

By:   
Print Name: Charles B. McIntyre III  
Its: Manager

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via email service to Stephen A. Faustini, Esquire, [Safaustini@ubulaw.com](mailto:Safaustini@ubulaw.com), Donald W. Wallis, Esquire, [dwallis@ubulaw.com](mailto:dwallis@ubulaw.com), Upchurch, Bailey & Upchurch, P.A., Post Office Drawer 3007, St. Augustine, Florida 32085-3007, Johanna Nestor, Esquire, [Johanna.Nestor@MyFloridaLegal.com](mailto:Johanna.Nestor@MyFloridaLegal.com), and Laura J. Boeckman, Esquire, [laura.boeckman@MyFloridaLegal.com](mailto:laura.boeckman@MyFloridaLegal.com), Office of the Attorney General, 1300 Riverplace Boulevard, Suite 405, Jacksonville, Florida 32207, Julie K. Kurtz, Esquire [jkurtz@cananlaw.com](mailto:jkurtz@cananlaw.com) and Patrick T. Canan, Esquire, [pcanan@cananlaw.com](mailto:pcanan@cananlaw.com), Canan Law, 1030 N. Ponce de Leon Boulevard, St. Augustine, Florida 32084, D. Brad Hughes, Esquire, [bhughes@jimersoncobb.com](mailto:bhughes@jimersoncobb.com), Jimerson & Cobb, P.A., One Independent Drive, Suite 1400, Jacksonville, Florida 32202, Jared J. Perez, Esquire, [jperez@wiandlaw.com](mailto:jperez@wiandlaw.com), Jordan D. Maglich, Esquire [jmaglich@wiandlaw.com](mailto:jmaglich@wiandlaw.com) Matthew James Mueller, Esquire, [mmueller@wiandlaw.com](mailto:mmueller@wiandlaw.com) and Michael S. Lamont, Esquire, [mlamont@wiandlaw.com](mailto:mlamont@wiandlaw.com), Wiand Guerra King, P.A., 5505 W. Gray Street, Tampa, Florida 33609-1007, this \_\_\_\_\_ day of November, 2016.

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Johanna Nestor  
Florida Bar No.: 98038