

FULL LEGAL NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

To: All persons who (a) purchased a Missouri timeshare interest from Resort Sales Missouri, Inc. and/or Spinnaker Resorts, Inc. on or after June 1, 2014, (b) were charged Closing Costs in connection with that transaction, and (c) did not rescind or cancel their timeshare purchase contract, you are a class member in a class action known as *Darrell and Kathleen Thompson v. Resort Sales Missouri, Inc. and Spinnaker Resorts, Inc., Case No. 1746-CC00203*, in the Circuit Court of Taney County, Missouri (the “Action”).

SINCE YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR RIGHTS.

WHAT IS THE ACTION ABOUT?

Plaintiffs filed a class action lawsuit against Defendants alleging Defendants violated Missouri state law by charging Closing Costs to individuals or entities who purchased timeshare properties from Defendants on or after June 1, 2014. Plaintiffs allege that Defendants violated RSMo. § 484.010 et seq. and RSMo § 407.010 by charging the Closing Costs.

WHY IS THIS A CLASS ACTION?

In a class action, one or more people referred to as Class Representatives (in this case Darrell and Kathleen Thompson) sue on behalf of people with similar claims. All of these individuals are Class Members, and together they constitute a Class. One court resolves the issues for all Class Members, except those who specifically exclude themselves from the Class. The Honorable Judge Jennifer R. Growcock is in charge of this class action.

WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiffs or Defendants. Plaintiffs believe they would have prevailed at trial, which Defendants dispute. Defendants believe they would have prevailed at trial, which Plaintiffs dispute. But there was no trial. Instead, both sides agreed to a settlement, to avoid the risks inherent in a trial, while simultaneously providing each Class Member with compensation.

The Class Representatives and the attorneys for all parties believe it is in the best interest for all Class Members to settle the Action on the terms generally set forth here, to avoid the uncertain outcomes, risks, and delays associated with further litigation. The settlement was reached through arms-length negotiations between the parties. Judge Growcock has preliminarily found that the settlement is fair, adequate, and reasonable to the Class and determined that the Action should proceed as a class action, for purposes of settlement only, with Darrell and Kathleen Thompson serving as the representatives of the Class. Judge Growcock granted preliminary approval of the settlement, subject to a final approval hearing discussed below. This Notice explains the nature of the lawsuit and the general terms of the settlement and informs you of your legal rights and obligations.

HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

For settlement purposes, the Court has certified a Settlement Class consisting of all people who meet the following definition:

All persons or entities who (a) purchased a Missouri timeshare interest from Defendants on or after June 1, 2014, (b) were charged Closing Costs in connection with that transaction, and (c) did not rescind or cancel their timeshare purchase contract.

This definition includes all persons or entities who were “charged” such Closing Costs regardless of whether or not the Closing Costs are currently in escrow.

Defendants estimate there are 6,955 people in the Settlement Class and 3,784 transactions. According to Defendants’ records, you are a Settlement Class Member.

WHAT DOES THE SETTLEMENT PROVIDE?

Unless you exclude yourself from the settlement, you will receive a money payment based on the amount of Closing Costs you paid to the Defendants.

Specifically, after taking out attorneys’ fees, administration fees and expenses, and payments to the Class Representatives, the settlement agreement provides for \$896,357.40 in Net Settlement Proceeds to be distributed to class members like yourself. Your share of the Net Settlement Proceeds will be calculated according to the formula $A / B \times C$, where A represents the Closing Costs the Defendants charged you, B represents the aggregate total of all Closing Costs the Defendants charged to the Settlement Class Members who do not Opt Out of the settlement, and C represents the Net Settlement Proceeds. Defendants have represented that the total aggregate amount of Closing Costs charged to all Class Members is approximately \$1,357,897.00.

Subject to Court approval, the Class Representatives, Darrell and Kathleen Thompson, will receive a Class Representative Fee of \$7,000 jointly for their services as Class Representatives and their efforts in bringing the Action. The attorneys for the Class (“Class Counsel”) will be paid a total of \$476,666.60 for their attorneys’ fees and costs combined. The parties believe the amounts for attorneys’ fees, costs, and incentive award requested are reasonable. However, the final decision regarding the amounts to be paid to the Class Representatives and Class Counsel are subject to the discretion of the Court and the Court’s approval.

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

If the Court approves the proposed settlement, it will dismiss the Action with prejudice as to all Settlement Class Members. All Settlement Class Members who do not validly and timely request to be excluded from the proposed Settlement Agreement shall be forever barred from prosecuting their own lawsuits and shall be deemed to have released Defendants and their past, present, and future employees, officers, directors, legal representatives, members, owners, shareholders, parents, subsidiaries, affiliates, divisions, assignors, predecessors, successors, and

assigns, from any and all claims, rights, causes of action, and liabilities whatsoever, irrespective of legal theory, whether based on federal, state, local, statutory, or common law, or any other law, rule, or regulation, including both known and unknown claims, accrued and un-accrued claims, foreseen and unforeseen claims, and matured and un-matured claims, which have been or could have been asserted in this Action.

HOW DO I RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to receive a settlement payment. You will receive your pro rata share of the settlement amount by U.S. mail unless you exclude yourself from the settlement.

If your mailing address changes, you may inform the class administrator of the address change by email (Info@BransonTimeshareSettlement.com) or by mail addressed as follows: Branson Timeshare Settlement, c/o Angeion Group, 1650 Arch St. #2210, Philadelphia, PA 19103.

WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?

The Court will hold a hearing on October 15, 2019, at 11:00 a.m. to decide whether to finally approve the Settlement Agreement. After the Settlement is final (approximately 30 days after the Court enters judgment), Defendants will fund the settlement and the class administrator will mail you a check for your pro rata share. This estimate assumes no class members object to the proposed settlement or appeal the Court's judgment.

WHAT DO I GIVE UP BY REMAINING IN THE CLASS?

Unless you exclude yourself, you will remain in the class. That means you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants about the legal issues in the Action. It also means that all of the Court's orders will apply to you and legally bind you.

CAN I EXCLUDE MYSELF FROM THE CLASS?

You have the right to exclude yourself from the Class and the Settlement Agreement. If you wish to be excluded, you must submit a request to Opt Out by email (Info@BransonTimeshareSettlement.com) or to the following mailing address: Branson Timeshare Settlement, c/o Angeion Group, 1650 Arch St. #2210, Philadelphia, PA 19103. If you wish to be excluded, **your request must be received within thirty (30) days from the date marked on your postcard Notice.** The Opt Out document you submit must contain your full name and address and a statement that you are seeking exclusion.

If you timely and validly request exclusion from the Class, you will be excluded from the Class. You will not be bound by the judgment entered in the Action and will not be precluded from otherwise prosecuting any individual claim, if timely, against Defendants based on the conduct complained of in the Action.

CAN I OBJECT TO THE SETTLEMENT?

If you wish to object to the Settlement Agreement, you must file a written objection and/or a Notice of Intent to Appear with the Court (the “Objection”), and serve such Objection upon Class Counsel and Defendants’ Counsel at the addresses set forth below.

Any Objection must state (a) the full name, address, and telephone number of the person objecting; (b) the words “Notice of Objection”; and (c) must set forth in clear concise terms the legal and factual arguments supporting the objection to the proposed settlement agreement. The Objection shall not be valid if it merely objects to the appropriateness of the Action or its merits. Class Members shall not be entitled to speak at the Fairness Hearing unless they have filed and served on all counsel of record a timely Notice of Objection and Notice of Intention to Appear pursuant to this paragraph.

Class Members must file their Objections with the Court. Class Members must also serve their Objections on Class Counsel and Counsel for Defendant via mail or hand delivery at the following:

Class Counsel

Chandler Gregg
Strong-Garner-Bauer, P.C.
415 E. Chestnut Expressway, Springfield, MO 65802
chandler@stronglaw.com

Defendant’s Counsel

Jason Smith
Spencer Fane LLP
2144 East Republic Road, Suite B300
Springfield, MO 65804
jcsmith@spencerfane.com

To be considered, the notice and objection papers must be received by the Court and delivered or postmarked to Class Counsel and Defendants’ Counsel no later than seventy-five (75) days from the date of the Mailed Notice. CLASS MEMBERS WHO DO NOT TIMELY MAKE THEIR OBJECTIONS IN THIS MANNER WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND SHALL NOT BE ENTITLED TO BE HEARD AT THE SETTLEMENT APPROVAL HEARING. You may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your personal attorney’s fees and costs.

WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is telling the Court you don’t like something about the Settlement Agreement. You can only object if you stay in the Class. Excluding yourself is telling the Court you don’t want

to be part of the Class. If you exclude yourself, you have no basis to object because the Action no longer affects you.

FINAL FAIRNESS HEARING

On October 15, 2019 at 11:00 a hearing will be held on the fairness of the proposed settlement (the “Fairness Hearing”). At the Fairness Hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement. The Fairness Hearing will take place before Judge Jennifer R. Growcock in the Taney County Courthouse, 266 Main Street, Forsyth, MO 65653.

DO I HAVE TO COME TO THE HEARING?

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

CAN I SPEAK AT THE HEARING?

You can ask the Court for permission to speak at the Fairness Hearing. In order to do so, you must file a Notice of Intention to Appear which must include your name, address, and telephone number. Your Notice of Intention to Appear must be filed with the Court and served via first class mail or hand delivery to Class Counsel and Counsel for Defendant at the following addresses:

Class Counsel

Chandler Gregg
Strong-Garner-Bauer
415 E. Chestnut Expressway, Springfield, MO 65802
chandler@stronglaw.com

Defendant’s Counsel

Jason Smith
Spencer Fane LLP
2144 East Republic Road, Suite B300
Springfield, MO 65804
jcsmith@spencerfane.com

WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will be a member of the Settlement Class and will receive your money payment after the Settlement Agreement becomes effective.

ADDITIONAL INFORMATION

This description of the Action is general and does not cover all of the issues and proceedings thus far. You may seek the advice of your own private attorney at your own expense. In order to obtain more information about this lawsuit and a copy of the Proposed Class Action Settlement please visit www.BransonTimeshareSettlement.com.